

NOTICE OF REGULAR MEETING OF NORTH FLORIDA WATER UTILITIES AUTHORITY (NFWUA) BOARD OF
DIRECTORS

The North Florida Water Utilities Authority (NFWUA) will meet at 9:30 A.M., or as soon thereafter as may be heard, on July 30, 2025, in the Duval Place – Executive Conference Room 971 W Duval Street Lake City, FL 32055

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

Regular Meeting

Agenda

July 30, 2025 9:30 AM

Duval Place – Executive Conference Room

971 W Duval Street Lake City, FL 32055

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

Public Comment:

Discussion Items:

1. Meeting Minutes Approval July 2, 2025
2. Bills & Vouchers – Ben Scott
3. Interlocal Agreement for NFWUA O&M Services (with attachments) - Grady Williams & Joel Foreman
4. Interlocal Agreement for NFWUA Grant Mgt. Services – Grady Williams & Joel Foreman
5. Presentation from Michael Grissom and Andy Palmer – Lobbyist Services
6. Confirmation of Public Hearing for Final Budget Approval – Grady Williams
7. Powell & Associates Accounting Services Agreement – Grady Williams
8. Customer Breakdown – Update
9. Suwannee County Budget Workshop Aug. 5th & 6th – Shannon Roberts
10. Fort White Meeting Update – David Kraus & Rocky Ford
11. FDEP Grant Application for Generators – Shannon Roberts

Board Comments:

Adjournment:

North Florida Water Utilities Authority

July 2, 2025 09:30 am

The North Florida Water Utilities Authority (NFWUA) met a scheduled meeting at Suwannee County Judicial Annex 218 Parshley Street Live Oak Florida 32064. The meeting was called to order with invocation followed by 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 Steven Dicks

Board Member, Commissioner Leo Mobley

Others in Attendance:

County Manager, David Kraus

Suwannee County Manager, Greg Scott

NFWUA Attorney, Grady Williams

Executive Director, Shannon Roberts

Clerk of Court, James M. Swisher Jr.

Deputy Clerk, Tricia Carter

Deputy Clerk, Melissa Williams

Additions and Deletions:

The next NFWUA meeting is scheduled for July 30th 2025 @ 09:30 am in Lake City, Fl.

Approval of Agenda

MOTION by Commissioner Franklin White to approve agenda. SECOND by Commissioner Timothy Murphy. The motion carried unanimously.

Public Comment

The following Citizens offered public comment:

- Stew Lilker
- Moses Clepper

Discussion and Actions:

1. Approval of Minutes:

Sept.4, 2024-Regular Meeting	May 7,2025-Special Meeting
April 17,2025-Special Meeting	June 4,2025- Special Meeting

MOTION by Commissioner Franklin White to approve the minutes. SECOND by Commissioner Leo Mobley. The motion carried unanimously.

2. Ratification of Fully Executed NFWUA Executive Director Employment Agreement-Grady Williams

MOTION by Commissioner Franklin White to approve the Employment Agreement. SECOND by Commissioner Leo Mobley. The motion carried unanimously.

3. NFWUA Finance Processing Change: Clerk of Court & Comptroller - James M. Swisher Jr.

Please see letter that is attached regarding financial services for the Authority that was submitted by the Clerk of Court.

4. Finance Department – Bills & Vouchers - Ben Scott -Finance Director

Please see the attached bill and vouchers dated for 06/01/2025-06/24/2025 - \$ 11,050.00.

MOTION by Commissioner Steven Dicks to approve the payment of bills and vouchers in the amount \$11,050.00. SECOND by Commissioner Leo Mobley. The motion carried unanimously.

5. NFWUA Objectives: Present – FY 25/26- Shannon Roberts- Executive Director

Shannon Roberts updated the board on the following:

- Ellisville was awarded a grant for 1.9 million dollars for utilities.
- Continuing to work toward hiring new employees or using an outside agency.
- Continuing to work on rate study and transfer of assets.

6. Grant of Authority Discussion /Clarification – Shannon Roberts – Executive Director

Shannon Roberts recommended to the board the need for a policy that documents the roles and duties of each employee of the Authority. Discussion ensued.

Chairman Rocky Ford recommended that Shannon Roberts work with the NFWUA attorney, Grady Williams, to draft the policy and bring back to the board at a later date for approval.

7. Business Plan Update- Shannon Roberts - Bobby Payne

Shannon Roberts proposed that for the next 3 months they will pull information on assets and resources for Bobby Payne to finalize and complete the business plan in September.

Bobby Payne will submit his final invoice in September when the business plan is complete.

Chairman Rocky Ford accepted the proposed plan for Bobby Payne.

8. Update Raftelis Rate Study Plan- Shannon Roberts

Shannon Roberts informed the board, he telephoned 2 weeks ago and due to missing components for the Columbia County list was sent Columbia County Manager David Kraus is working on the list to help Raftelis to complete the study.

Shannon Roberts and David Kraus requested to return before the board next month with the final study plan completed for the board review and approval.

9. Discuss Fort White Water System- Columbia County Manager David Kraus

David Kraus made the board aware that the utility assets in Fort White are owned by the Town of Fort White. The town of Fort White contracts with Columbia County to run their utilities. Discussion was ensued.

The board recommended Shannon Roberts and David Kraus to attend the next Town of Fort White meeting and discuss the Town of Fort White plans in regards to the North Florida Water Utilities Authority.

10. Draft Budget Formation FY 25/26 – Shannon Roberts

Shannon Roberts presented a draft budget for FY 25/26 (see attached). He recommended for both Columbia County and Suwannee County to set up contingency funds for the NFWUA. Discussion was ensued.

MOTION by Commissioner Franklin White to approve the preliminary draft budget SECOND by Commissioner Leo Mobley. The motion was carried unanimously.

Board Comments:

Vice Chairman, Commissioner Franklin White stated that he wanted to make sure that the email is on the website and everything that Stew Lilker asked for is taken care of. Shannon Roberts responded that he will make sure that it is done.

Chairman Rocky Ford commented that he believes in Public Comment.

Open Public Comments and / or Questions:

- Stew Lilker offered public comment.
- Wayne Hannaka offered public comment.
- Moses Clepper offered public comment.

Adjournment:

There being no further business, meeting was adjourned at 11:42 am.

ATTEST:

Rocky Ford, Chairman

Columbia County Commissioner

James M. Swisher, Jr.

Clerk of Court & County Comptroller



North Florida Water Utilities Authority

PO Box 1529

Lake City, FL 32056

(755) 755-4100

Agenda Title

Bills and Vouchers - 6/25/2025 - 7/23/2025 - \$56,650.05

Nature and Purpose

This item requests Board approval for the payment of bills and vouchers in the amount of \$56,650.05 submitted - 6/25/2025 - 7/23/2025. All funds authorized for the issuance of these checks have been budgeted. The Clerk to the Board office reviews bills and vouchers submitted for approval. If for any reason, any of these bills are not recommended for approval, the Clerk to Board office will notify the Board. The Clerk to the Board office maintains copies of invoices and supporting documentation for review.

Recommended Motion/Action

Approve payment of bills and vouchers in the amount of \$56,650.05

ACCOUNT NUMBER	PAYMENT DATE	DESCRIPTION	VENDOR NAME	AMOUNT
602-3600-536.30-31	7/21/2025	ANNUAL AUDIT	JAMES MOORE & CO	\$ 15,000.00
602-3600-536.30-31	7/21/2025	RATE STUDY	RAFTELIS	\$32,004.57
602-3600-536.30-34	7/9/2025	WEBSITE HOSTING & DESIGN	MUNICREATIVE, INC	\$ 1,580.00
602-3600-536.30-34	7/21/2025	NEW PAYROLL LIBRARY	SUPERION	\$ 1,950.00
602-3600-536.30-47	7/21/2025	RESCHEDULE MEETING	RIVERBEND NEWS	\$ 115.48
602-3600-536.30-31	7/8/2025	JULY RETAINER FEE	GRADY H WILLIAMS J	\$ 6,000.00
				\$56,650.05

PREPARED 07/23/2025, 09:53:22
PROGRAM: GM270L
COLUMBIA COUNTY

DETAIL TRIAL BALANCE

PAGE 1

AS OF 07/31/2025

ACCOUNTING PERIOD 10/2025

FUND 602 NFWUA FUND

ACCOUNT	DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
0000-101.15-00	CASH / FIRST FEDERAL	281,835.82	
0000-272.10-00	RETAINED EARNINGS / RETAINED EARNINGS		150,896.22
0000-337.52-00	GRANTS FM OTHER LOCAL UNI / COLUMBIA COUNTY		150,000.00
0000-337.53-00	GRANTS FM OTHER LOCAL UNI / SUWANNEE COUNTY		150,000.00
0000-361.10-00	INTEREST & OTHER EARNINGS / INTEREST EARNINGS		21.54
3600-536.30-31	OPERATING EXPENDITURES / PROFESSIONAL SERVICES	127,004.57	
3600-536.30-34	OPERATING EXPENDITURES / CONTRACTUAL SERVICES	29,880.00	
3600-536.30-45	OPERATING EXPENDITURES / GENERAL INSURANCE	10,068.00	
3600-536.30-47	OPERATING EXPENDITURES / PRINTING & LEGAL ADS	1,415.49	
3600-536.30-49	OPERATING EXPENDITURES / OTHER CHARGES	225.00	
3600-536.30-51	OPERATING EXPENDITURES / OFFICE SUPPLIES	488.88	
	FUND TOTALS	450,917.76	450,917.76

FUND IS IN BALANCE

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, 2nd 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.

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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 Directors

ATTEST: _____

Clerk or Recording Secretary for the North Florida Water Utilities Authority

DATE: _____

Exhibit "A"

Columbia Utility Assets

Exhibit “B”

Suwannee Utility Assets

Exhibit “C”

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

**INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA AND
NORTH FLORIDA WATER UTILITIES AUTHORITY RE NORTH FLORIDA
WATER UTILITIES AUTHORITY ELLISVILLE WATER AND WASTEWATER
SYSTEM IMPROVEMENT PROJECT, LFIR #2018, FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION, AS AGENCY, AS APPROPRIATED IN THE
AMOUNT OF \$1,900,000.00 FOR FY 2025-2026 BY HB 3276 AND SB 2018;
PROVIDING FOR PROJECT ADMINISTRATION, CONSTRUCTION AND
FUNDING; AND PROVIDING FOR COMPLETED PROJECT MAINTENANCE
FOR ELLISVILLE WATER SYSTEM SERVICES TO BE PROVIDED TO THE
CITIZENS OF THE UNINCORPORATED COMMUNITY OF ELLISVILLE AND
COLUMBIA COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT ("Agreement"), entered into this ____ day of _____, 2025, between Columbia County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and North Florida Water Utilities Authority, an independent special district of the State of Florida, hereinafter referred to as the "Authority", for the purpose of providing improved and expanded water and wastewater services to the residents and citizens of Columbia County.

WITNESSETH:

WHEREAS, the County and the Authority are authorized by Florida Statutes 163.01 et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible to provide public services; and

WHEREAS, the Authority has applied for and received an appropriation designated as the North Florida Water Utilities Authority Ellisville Water and Wastewater System Improvement Project, LFIP #2018, as approved by HB 3276 and SB 2018, hereinafter referred to as the "Grant", with Florida Department of Environmental Protection, hereinafter referred to as the "Department", in the amount of \$1,900,000.00 for FY 2025-2026, providing for public water and wastewater system expansion and improvements in the unincorporated community of Ellisville, located within the County and within the territorial limits of the Authority; and

WHEREAS, the County and the Authority desire to continue to work together to provide and enhance public water service within the County and the territorial limits of the Authority; and

WHEREAS, the Authority, with the support of the County, desires to take advantage of the Grant funding available from the Department to fund proposed public Ellisville water system services; and

WHEREAS, the Authority, with the continued support from the County, is prepared to accept funding and become the lead facilitator and administrator of the Grant.

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

1. Purpose of the Agreement. The purpose of this Agreement is to acknowledge the mechanisms whereby the Authority will accept Grant funding to construct certain portions of water system improvements located within the unincorporated community of Ellisville and the project ownership, administration and funding.
2. Project Site and Ownership. Proposed project will be located within the territorial limits of the Authority. The Authority will retain ownership after completion of project.
3. Grant Project Administration, Construction and Costs. The Authority will make application to and receive approval of funding of the Grant from the Department for the design, bidding, construction, construction engineering and inspection, and project administration as a turn-key project. Because the County has extensive experience with the Department and reporting requirements and has an internal mechanism for handling such already in place, the Authority has requested that the County assist with the administrative aspects of the Grant funding. The Authority will retain responsibility for the design, bidding, construction, construction engineering, and inspection of the project, as well as any reporting required by the Grant. The County will only be responsible for the administration of project funding at no cost to the Authority. It is anticipated that the design and construction of the water system improvements shall be performed by the Authority within the financial terms of the Grant funding. Any additional funding requirement shall be the sole responsibility of the Authority. If during the term of the project, additional features are desired by the Authority and added to the project or the projected cost of the project exceed the Grant funding in any manner, the Authority shall have the sole responsibility to bear the cost of the same. In any event, NFWUA shall request the County to advance, on an as-needed basis, such funds subject to reimbursement to the County, but the County shall not have any responsibility for any funding outside of that currently awarded pursuant to the Grant allocation, and any and all reimbursements made under the Grant shall be first applied to reimburse the County in full. The parties specifically acknowledge that an integral part of this Agreement will be the Department and the terms and conditions applicable to the Grant, and that the Authority assumes all the financial responsibilities for necessitated additional funding requirements as outlined therein.
4. Maintenance Functions. Upon completion of the construction of the project, the Authority will provide and fund regular maintenance and upkeep of the completed water system improvements and grounds and easements appurtenant thereto. Subject to any restrictions on ownership as may be set forth in the Grant agreement with the Department, any and all capital improvements to the Ellisville Water and Wastewater System shall be fixtures to the associated real property and shall run with the land.

5. Term of Agreement. This Agreement shall commence on the date of execution of the last party to this Agreement and shall continue until cancelled by either party. This Agreement may be terminated by any party hereto upon receipt of written notice of intent to terminate by the other party upon 60 days' notice. However, if terminated by the Authority, all costs associated with the appropriate services performed under the Grant through the date of termination shall be the responsibility of the Authority and if such costs are no longer eligible for reimbursement under the Grant by reason of the termination of the project by the Authority shall be solely borne by the Authority and payable to either the County or the Department as the case may be.
6. Miscellaneous. This Agreement and the rights and obligations of the County and the Authority to the subject matter hereof supersedes any prior or contemporaneous agreement or understanding between the County and the Authority. This Agreement is executed in duplicate, each of which shall be deemed an original. This Agreement shall be governed by laws of the State of Florida. By execution of this Agreement, neither the County nor the Authority will be deemed to have waived any rights or remedies they may have available under the laws of the State of Florida. Exclusive venue for any action to interpret or enforce the terms of the Agreement shall be Columbia County, Florida. A facsimile or digitally produced signature of any party shall be considered to have the same binding effect as an original signature.
7. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given if delivered in person, by fax, by overnight delivery service, or by certified or registered mail to the other party at the following addresses:
- | | |
|--------------------------------|----------------------------------|
| If to the County: | If to the Authority: |
| Office of the County Manager | Office of the Executive Director |
| PO Box 1529 | PO Box 1529 |
| 135 NE Hernando Ave., Room 203 | 135 NE Hernando Ave., Room 203 |
| Lake City, FL 32055 | Lake City, FL 32055 |
8. Modifications. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
9. Filing. This Agreement and all subsequent amendments hereto shall be filed by the County with the Clerk of the Circuit Court of Columbia County, Florida, and by the Authority with the Clerk of the Circuit Court of Suwannee County, Florida, upon its execution by all parties hereto.

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IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties and shall be effective upon execution.

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

By: _____
TIM MURPHY, CHAIR

ATTEST:

**JAMES M. SWISHER, JR.,
CLERK OF COURT**

APPROVED AS TO FORM AND LEGALITY:

JOEL FOREMAN, COUNTY ATTORNEY

NORTH FLORIDA WATER UTILITIES AUTHORITY

By: _____
ROCKY FORD, CHAIR

ATTEST:

**JAMES M. SWISHER, JR., CLERK OF
COURT, RECORDING SECRETARY**

APPROVED AS TO FORM AND LEGALITY:

GRADY WILLIAMS, GENERAL COUNSEL

CONSULTING SERVICES AGREEMENT

I. The Parties. This Consulting Agreement ("Agreement") is made effective as of July 15, 2025, by and between a business entity known as Powell Consulting with a mailing address of 1359 SW MAIN BLVD, LAKE CITY, Florida, 32025 ("Consultant") and a special purpose government known as the North Florida Water Utilities Authority (the Authority) with an address of P.O. Box 1529, Lake City, FL 32056.

II. Services. Consultant agrees to provide the following services ("Services"): To assist the Authority in improving its financial records and accounting and internal control processes, and associated duties assigned from time to time. Planned Scope of Services detailed on Attachment A.

III. Term. The Services shall commence on the date of October 1, 2025, and shall continue until either Consultant or Authority gives notice of terminating this Agreement.

IV. Payment. In consideration for the Services provided, the Consultant will bill monthly at the rate of \$4,000 per month plus any reimbursable expenses.

V. Payment Interval. Consultant shall be paid when the Consultant sends an invoice to the Authority. After the Authority receives the invoice by the Consultant, it shall be paid within 30 days.

VI. Expenses. The Consultant shall be responsible for all expenses related to providing the Services under this Agreement EXCEPT any "out-of-pocket" expenses. Out-of-pocket expenses are considered to be an expense that requires the Consultant to pay a third (3rd) party as a direct or indirect result of providing the Services. However, the Consultant will be required to pay for their internal expenses which includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Consultant. Authority agrees to pay the Consultant within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon request by the Authority, the Consultant may have to show receipt(s) or proof(s) of purchase for said expense.

VII. Termination Clause. The Consultant and Authority may terminate this Agreement at any time with notice of at least 60 Day(s) notice.

VIII. Liability Insurance. The Consultant agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Consultant agrees

to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability. In addition, the Consultant shall be required to have liability insurance equal to a aggregate-limit of \$500,000.

IX. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

X. Independent Contractor Status. The Consultant, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Authority's employees. In its capacity to the Authority as an independent contractor, the Consultant agrees and represents:

- a.) Consultant has the right to perform Services for others during the term of this Agreement;
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Consultant shall select the routes taken, starting and ending times, days of work, and order the work that performed;
- c.) Consultant has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement.
- d.) Neither Consultant nor the Consultant's employees or personnel shall be required to wear any uniforms provided by the Authority;
- e.) The Services required by this Agreement shall be performed by the Consultant, Consultant's employees or personnel, and the Authority will not hire, supervise, or pay assistants to help the Consultant;
- f.) Neither the Consultant nor the Consultant's employees or personnel shall receive any training from the Authority for the professional skills necessary to perform the Services required by this Agreement; and
- g.) Neither the Consultant nor Consultant's employees or personnel shall be required by the Authority to devote full-time to the performance of the Services required by this Agreement.

XI. State and Federal Licenses. The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement

XII. Indemnity. Consultant shall release, defend, indemnify, and hold harmless the Authority and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or

alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. Authority reserves the right to retain whatever funds which would be due to the Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

XIII. Confidentiality & Proprietary Information. The Consultant acknowledges that it will be necessary for the Authority to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Authority. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Authority without the Authority's prior written permission except to the extent necessary to perform the Services on the Authority's behalf.

Proprietary or confidential information includes, but is not limited to:

- a.) The written, printed, graphic, or electronically recorded materials furnished by Authority for Consultant to use;
- b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Authority makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c.) Information belonging to customers and suppliers of the Authority about whom the Consultant gained knowledge as a result of the Consultant's Services to the Authority.

Upon termination of the Consultant's Services to the Authority, or at the Authority's request, the Consultant shall deliver all materials to the Authority in the Consultant's possession relating to the Authority's business. The Consultant acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Authority for which damages would be an inadequate remedy. Therefore, the Authority shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Authority's rights and remedies otherwise available at law.

XIV. Governing Law. This Agreement shall be governed under the laws in the State of Florida.

XV. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XVI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Authority and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Consultant's Signature  Date July 10, 2021

Print Name Richard C. Powell

Authority's Signature _____ Date _____

Print Name _____

**POWELL CONSULTING
SCOPE OF ACCOUNTING SERVICES TO
NORTH FLORIDA WATER UTILITIES AUTHORITY**

		ATTACHMENT A	
		ESTIMATED HOURS	
DESCRIPTION	MONTHLY	ANNUALLY	
A. ENTER AUDIT ADJUSTING ENTRIES; ADJUST FINANCIAL RECORDS TO AUDIT		4	
UPDATE DEBT AND CAPITAL ASSETS SCHEDULES			
B. ENTER BUDGET INTO QUICKBOOKS; ADD NEW ACCOUNTS AS NECESSARY		2	
C. MONTHLY CLOSE INCLUDING BANK RECONCILIATIONS, ENTER DIRECT BANK ACCOUNT TRANSACTIONS, REVIEW CODING ON AUTHORITY ENTERED TRANSACTIONS, REVIEW AND PROPERLY RECORD CREDIT CARD RECEIPTS, REVIEW/RECORD UTILITY BILLINGS	15		
E. PREPARE BI WEEKLY PAYROLL IN QUICKBOOKS			
FILE MONTHLY FRS REPORT	3		
F. PREPARE MONTHLY FINANCIAL BUDGET REPORT FROM QUICKBOOKS	4		
G. PRESENT MONTHLY FINANCIAL REPORT TO AUTHORITY BOARD	2		
H. REVIEW AND CODE ACCOUNTS PAYABLE, ENTER PAYABLES IN QUICKBOOKS, AUTHORIZE AUTHORITY TO OR PRINT VENDOR CHECKS	6		
I. CLOSE OUT FINANCIAL RECORDS AT FISCAL YEAR END PREPARE ACCOUNT BALANCE SCHEDULES FOR AUDITORS		24	
J. ASSISTANCE WITH BUDGET, CONFERENCES WITH AUTHORITY EXEC DIRECTOR, PHONE SUPPORT ATTEND BUDGET MEETINGS AS REQUIRED	6		
TOTALS	36	30	-
	HOURS	\$90	\$150
MONTHLY 36 X 12	432	296	136
ANNUALLY	30		30
ESTIMATED HOURS	462	296	166
ESTIMATED FEES			
296 @ \$90		\$ 26,640	
166 @ \$150		24,900	
		\$ 51,540	
PER MONTH		\$ 4,295.00	
ADJUSTED		\$ 4,000.00	
ROUTINE INQUIRIES BY EMAIL AND TELEPHONE WILL NOT BE ADDITIONALLY BILLED. SERVICES REQUIRING ATTENDANCE AT MEETINGS, RESEARCH, OR REPORT PREPARATION WILL BE BILLED AT \$150 PER HOUR. IF TOTAL EXCEEDS 18 HOURS PER QUARTER.			
SET UP AUTHORITY IN QUICKBOOKS	15 HRS @ \$150		\$ 2,250

ADDENDUM TO POWELL CONSULTING AGREEMENT

Per diem and travel expenses of authorized persons. All per diem and travel expenses related to POWELL CONSULTING ("Contractor") services provided to NORTH FLORIDA WATER UTILITIES AUTHORITY ("Client") dated effective August 1, 2025 ("Agreement"), if any, are subject to and limited by Florida Statutes s. 112.061, as from time to time amended.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SHANNON ROBERTS AS PUBLIC RECORDS CUSTODIAN AT (386) 590-0732, ShannonR@suwcountyfl.gov, 135 NE Hernando Avenue, Ste. 203, Lake City, FL 32055.

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

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

CONTRACTOR:

CLIENT:

POWELL CONSULTING

NORTH FLORIDA WATER UTILITIES AUTHORITY

By: _____
Richard C. Powell, _____

By: _____
Rocky Ford, Chairman of the Board

Date: _____

Date: _____