

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into on this ____ day of _____ 2024, by and between Columbia County, Florida; and Suwannee County, Florida, each a political subdivision of the State of Florida, hereinafter referred to collectively as the “Counties”.

WITNESSETH

WHEREAS, the Counties have determined that it is in the best interests of the Counties that a single, separate legal entity known as the North Florida Water Utilities Authority (“NFWUA”) be formed to make all policies necessary in the discretion of that entity and to contract for and to provide for the operation and maintenance of their respective water, wastewater, and reclaimed (i.e., “reuse”) water facilities located within the Counties or either one of them;

WHEREAS, the Counties are authorized pursuant to section 163.01, Florida Statutes, to enter into Interlocal Agreements to cooperatively make the most efficient use of their powers to their mutual advantage, and to provide services and facilities in accordance with geographic, economic, demographic, and other factors influencing the needs and development of the local community; and

WHEREAS, the Counties are authorized pursuant to section 125.01(1), Florida Statutes, to independently exercise the powers they agree to jointly exercise through this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Counties agree as follows:

I. RECITALS

- a. The above recitals are true and correct and are incorporated herein by reference.

II. PURPOSE and GOALS

- a. **PURPOSE:** The purpose of this Interlocal Agreement is to create the NFWUA as an independent special district and interlocal government agency pursuant to section 163.01, Florida Statutes, and the terms of this Interlocal Agreement, and to establish the constitution of its Board of Directors.
- b. **GOALS:** The goals of the NFWUA pursuant to this Agreement are:
1. To provide to the citizens of the Counties reliable, cost effective, and regulatory compliant maintenance, service, and operation of the Counties’ respective water, wastewater, and reclaimed water facilities;

2. To provide to the citizens of the Counties sustainable, clean, and safe potable water distribution service, operated by competent, courteous, and well-trained employees;
3. To provide to the citizens of the Counties sustainable, treated, and properly discharged or conserved wastewater collection and effluent management;
4. To provide to the citizens of the Counties sustainable, properly treated, and regulatory compliant reuse water for irrigation and any other lawfully permitted purpose;
5. To provide to the citizens of the Counties responsive, efficient, and accountable maintenance and operational management of the Counties' respective water, wastewater, and reclaimed water facilities;

III. FUNDING

Each of the Counties shall contribute to the NFWUA annually in the following amounts, paid in one installment at the beginning of each fiscal year, in an amount based on the pro forma proportionate share of maintenance and operation costs of each such County's respective water, wastewater, and reclaimed water facilities.

- a. Each County shall also be solely responsible for any additional specially allocated costs pertaining to that County's own water, wastewater, and reclaimed water systems, in such amount as specifically approved by the Board of County Commissioners for that County, as requested by the Board of Directors of the NFWUA, to be separately paid by that County to NFWUA within thirty (30) days of such final authorization and approval for payment.
- b. No County shall be required to contribute any additional sums. The Counties may, however, from time to time pay such additional sums as may be approved by their respective Boards of County Commissioners. Counties shall have no liabilities of any kind under this Agreement except for payment of the above-referenced sums.

IV. BOARD OF DIRECTORS

- a. The NFWUA shall be managed by a Board of Directors (the "Board"). The Board is charged with fulfilling the purposes and goals of this Agreement by providing water, wastewater, and reclaimed water maintenance and operational services to the Counties' respective water, wastewater, and reclaimed water facilities. The Board shall make all policies for the administration, fees, rates, charges, collections, enforcement, operation, maintenance, extension, enlargement, development, replacement, and repair of these utility systems.

V. DURATION

- a. The Board shall continue in existence until dissolved by a joint resolution of the Boards of County Commissioners for Columbia and Suwannee Counties. Any such joint resolution, if adopted by both Counties, shall be filed with the Clerks of the Circuit Courts of the participating Counties prior to its becoming effective.
- b. Any one County may withdraw from this Agreement at any time by giving 180 days written notice to the Board, accompanied by a Resolution of that County's Board of County Commissioners authorizing withdrawal from this Agreement.
- c. A County may be added to this Agreement upon submission of a resolution from the Board of County Commissioners for that County (the "applicant County") requesting membership and agreeing to abide by the terms and conditions of this Agreement. Upon submission, the Board shall cause to be submitted to each of the member Counties true copies of the applicant County's resolution together with a statement from the Board indicating the financial and practical feasibility of adding the applicant County under this Agreement. Upon approval by a simple majority of the member Counties, indicated by resolutions, the Board shall cause to be recorded in the official records of each of the member Counties those resolutions indicating approval of the applicant County as well as the applicant County's resolution indicating its willingness to be bound by this Agreement.
- d. Funding contributions by a new County pursuant to above, shall be as outlined in Section III, above.

VI. BOARD COMPOSITION, OFFICERS, AND MEETINGS

- a. The Board initially shall be composed of two (2) members from each of the Counties. Each Board member shall be appointed by his or her respective Board of County Commissioners for a term of one year or until a successor is appointed.
- b. In the event of the addition of another member County, there shall be two Board seats created for each new member County, filled and held in accordance with this agreement.
- c. In order to ensure an odd number of members of the Board, the members of the Board as appointed by the Boards of County Commissioners shall nominate and appoint one additional member to the Board, who shall be a resident of one of the Counties, for a term of one year or until a successor is appointed.
- d. Vacancies shall be filled by the appropriate Board of County Commissioners, or by the Board as to the additional member of the Board, making sure that each County has at least two (2) appointed representatives on the Board at all times.
- e. The Board shall elect by majority vote from among its members a Chairperson and Vice-Chairperson. The Vice-Chairperson shall not be an appointee of the same Board of County Commissioners that appointed the Chairperson. The term of each office shall be one year or until a successor in office is elected.
- f. The Board shall meet at least once each quarter or more often if deemed necessary by the Chairperson to transact the business of the Board.

- g. A quorum for the purpose of transacting business shall be a simple majority of the full Board membership. A simple majority of a quorum shall be necessary to decide any question.
- h. The Board may adopt bylaws consistent with this Agreement to govern the conduct of its meetings and the taking of official action pursuant to the Board's enumerated powers.

VII. POWERS

- a. The Board shall have the power and authority to accept funds appropriated to it by any governmental body or other sources. It may apply for and receive grants and donations of all kinds. All such collected funds may be lawfully expended for any purpose under this Agreement. The Board shall have the independent authority, or with the assistance of the participating parties hereto, to enforce all rules, regulations and policies adopted pursuant to this Agreement, and may resort to any available legal process for this purpose.
- b. In addition, the Board shall have the authority:
 - 1. To sue and be sued;
 - 2. To adopt, use and alter at will, a corporate seal;
 - 3. To acquire, purchase, hold, lease as a lessee, and use any whole or fractional interest in real or personal property, both tangible and intangible, as necessary or desirable for carrying out the purposes of the Board, and to sell, lease as lessor, transfer or dispose of any property or interest therein acquired by the Board;
 - 4. To review and approve the establishment of rates, fees, and other charges for the services and facilities within the areas of operation and, if deemed appropriate, to set, alter, charge and establish rates, fees, and other charges to ensure that same are just and equitable;
 - 5. To make contracts and to execute all instruments necessary for carrying on the Board's business;
 - 6. To accept gifts or grants or loans of money or other property to the Board to be lawfully expended according to the purposes of this Interlocal Agreement;
 - 7. To enter into contracts, leases, or other transactions with any state or federal agency or with any other public body of the state, including municipalities, school districts, and other authorities;
 - 8. To borrow money and issue evidence of indebtedness as permitted or provided by law. The cost of debt service shall be included in NFWUA's annual budget; and
 - 9. To develop water conservation and related plans, and to coordinate planning and programs with appropriate municipal, county, regional, and state agencies located within the NFWUA region.

- c. Each member of the Board shall attend and maintain training as required by state, regional, or federal regulatory authorities, if any.

VIII. PERSONNEL AND SERVICES

- a. The Board may employ a Secretary to the Board, and such other persons, firms, or corporations as it deems necessary to provide adequate administrative, clerical, professional, and technical assistance and services to conduct Board business. The Board may determine the qualifications and fix the compensation of such persons, firms or corporations, and make its elections as to service providers pursuant to Florida law. Budget and funding for said staff and services shall be established by the Board.
- b. The Board shall appoint a NFWUA Administrator who shall serve at the pleasure of the Board and shall have the exclusive day to day authority and full command and control over NFWUA's administrative, human resources, training, operational, security, and logistics affairs. The Administrator shall be employed pursuant to an individual, written contract which shall be negotiated and entered between the Administrator and the Board. In addition, the Board may provide for a written and approved incentive compensation plan based on achievement of service standards adopted by the Board. In addition to pursuing the directed goals and purposes as stated above, the Administrator shall be charged with and have authority for the following:
 - i. Employ, contract with, train, and/or terminate all subordinate personnel for NFWUA. Subject to Board approval, the Administrator shall develop policies and procedures as to all human resources functions and, if approved by the Board, the Administrator shall be charged with ensuring compliance with all such policies and procedures.
 - ii. Upon recommendation of the Board's staff attorney, and with the consent and approval of the Board, compromise, settle, or dismiss any litigation, legal proceedings, claims, demands, or grievances which may be pending for or on behalf of, or against NFWUA, as applicable. Litigation of claims or demands against the NFWUA shall at all times be pursued as provided by and in accordance with Florida Law and applicable court rules.
 - iii. Serve as the Board's contact as to all matters relating to daily operations of NFWUA. Circumvention of this subsection by any member of the Board resulting in that Board member directing or personally influencing the day to day administrative, financial, security, logistical, or operational affairs of the NFWUA may constitute official misconduct by that member of the Board.
 - iv. Have the authority to negotiate the terms and conditions of contracts or agreements necessary for the operation of NFWUA. Notwithstanding this

subsection, no contracts or agreements shall be binding upon NFWUA unless and until approved by the Board.

- v. Develop and set administrative and operational policies, schedule of rates, fees, and charges, regulations, rules, and procedures for the operation of NFWUA, subject to approval by the Board and compliance with all local, state, and federal laws, and regulations.
- vi. Shall immediately inform the Board on all urgent or important matters as determined in the judgment of the Administrator.

IX. ANNUAL AUDIT

- a. The Board and NFWUA shall have all books, records, and accounts in the control of the Board or NFWUA audited annually and shall provide copies of the audit to all Board members and to any federal, state, or local government agencies that require review of said audits. Audit of the immediate previous fiscal year shall commence not later than December 1 of each year.

X. OWNERSHIP AND OPERATION

- a. It is the intention at that time of entering this Agreement that upon further authorization and approval by each affected County, and the approval of the Board itself, that the Board shall own and operate all of the combined water, wastewater, and reclaimed water system assets of the Counties in accordance with such rules and policies as it may adopt with the assistance of the Administrator. In the event such conveyance of ownership occurs, this Agreement may be revisited for purpose of constituting future Boards.

XI. BUDGET AND FINANCIAL STATEMENT

- a. The Administrator shall prepare and submit a proposed annual budget for the operation of the systems, with the pro forma proportionate breakdown by County for the upcoming fiscal year, and shall do so at least sixty (60) days in advance of each fiscal year for consideration and approval by the Board. The Administrator shall also file with the Board a financial report on or before each regularly scheduled Board meeting showing the financial status of NFWUA and the disposition of any funds received from the system as well as any other funds provided for the system's operation. The Administrator may make line-item adjustments to the budget but shall obtain Board approval for any changes that will or may affect the budget totals. Any expansion of fiscal responsibility of any County beyond that which has previously been authorized and approved of by that County pursuant to this Interlocal Agreement must be separately authorized and approved by the formal action of that County's Board of County Commissioners. For any fiscal year or portion thereof during which the respective Counties' utility systems are owned separately by each respective County, the Administrator shall

breakout the budget and financial reports to correspond appropriately to each such separate County owned utility system.

XII. PROHIBITED ACTS

- a. Except for the purposes of an inquiry, members of the Board shall deal with the affairs of the NFWUA solely through the Administrator and neither the Board nor any member thereof shall publicly or privately give orders to any subordinate of the Administrator.

XIII. SPECIAL SESSIONS OF THE BOARD

- a. The Board shall annually take up for consideration the status of the Counties' respective water, wastewater, and reclaimed water systems being maintained and operated by the NFWUA, including the policies, rates, fees, charges, maintenance, repairs and replacements, expansion, financing, and management of the system. The Board shall thereafter make recommendations to the Boards of County Commissioners for modification of this Agreement as are determined appropriate or shall make a finding that no changes are in order as of that meeting.

XIV. EFFECTIVE DATE

- a. This agreement shall take effect immediately upon its approval by each County's Board of County Commissioners. This Agreement shall be filed pursuant to section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF the Boards of County Commissioners of Columbia County and Suwannee County, Florida, 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: _____