

**INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA, AND
THE TOWN OF FORT WHITE, FLORIDA, FOR FORT WHITE WATER UTILITY
OPERATIONS AND MANAGEMENT**

THIS INTERLOCAL AGREEMENT is entered into this 5th day of August, 2021, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein the "County"), and **TOWN OF FORT WHITE, FLORIDA**, a Florida municipality having a mailing address of 118 SW Wilson Springs Road, Fort White, Florida 32038 (herein the "Town").

WHEREAS, the Town currently owns and operates a municipal water utility that is operated under Public Water System ID No. 2124399 (the "Public Water System" or "PWS"); and

WHEREAS, the Town has issued a request for proposals for operation and management of the PWS, and has selected the County through that process to service the PWS and otherwise assist the Town with the future operations and expansion of its utility; and

WHEREAS, the County is desirous of undertaking operations and maintenance of the PWS subject to the terms and conditions set forth herein; and

WHEREAS, the Town and the County intend to memorialize the terms of their agreement for the operation and maintenance of the PWS and to be bound by these terms for so long as this Interlocal Agreement remains in effect.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and on the terms and conditions set forth, the parties agree as follows:

1. RECITALS INCORPORATED.

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

2. TERM.

This agreement shall become effective upon the recording of this agreement in the Public Records of Columbia County and shall continue in full force and effect for a period of twelve (12) months unless either party terminates this agreement as provided herein. This agreement shall automatically renew for consecutive twelve (12) month terms upon identical terms and conditions as included herein.

3. TERMINATION.

Any party to this agreement may terminate this agreement after giving written notice to the other party, no less than one year prior to the expiration of any term.

4. OBLIGATIONS OF THE TOWN.

The Town shall:

- A. Continue to employ or engage without significant interruption, at the Town's cost and for a period of one year from the effective date of this Agreement, one employee or representative as selected by the Town, possessing sufficient institutional knowledge of

the existing water system and its operations to provide for a proper transition of control of the water system from the Town to the County.

- B. Consider any reasonable request for rate adjustment made by the County pursuant to section 5.B., subject to approval of the Town Council and with the understanding that rejection of a requested rate increase may result in the County's termination of this Agreement pursuant to Section 3. The parties recognize that the Town is a member of the Florida Rural Water Association and is implementing the System Asset Management and Fiscal Sustainability Plan for PWS # 2124399 (the "Plan"). The parties acknowledge that a full, true, and correct copy of the Plan is filed with the Town and the County as of the making of this Agreement. The parties intend to continue implementation of the Plan for so long as this Agreement is in place.
- C. Provide to the County any of the following that are available and in possession of the Town:
 - a. GIS mapping of mains, laterals, meters, valves and hydrants of the water system
 - b. All water plant facility schematics, documentation, manuals, warranties.
 - c. All as-built information
- D. Provide the County's authorized employees or agents reasonable access as necessary to all Town-owned or controlled facilities housing or otherwise related to the PWS.
- E. Continue to bill all accounts serviced by the PWS as of the effective date hereof and all accounts created hereafter unless and until such functions are transferred to the County through amendment to this Agreement.
- F. Provide the County's authorized employees or agents with access to account information for all past, current, and future PWS users. In the event the Town and County should agree that the County will undertake the responsibility for collecting PWS payments, the Town will cooperate with the County in facilitating that transition.
- G. Provide meter-reading equipment to the County's authorized employee or agent, including access to software as necessary, subject to the County timely returning the same to the Town following each use.
- H. Maintain and share with the County's authorized employee or agent an up-to-date customer list inclusive of addresses where each meter on the PWS is located.
- I. Coordinate all systems for the collection of any unpaid PWS bills with the County's processes to ensure timely payment of unpaid bills.
- J. Execute such claims of lien as may be necessary to enforce the collection of unpaid bills pursuant to Florida Statutes section 159.17.
- K. Maintain continuing membership in the Florida Rural Water Association.

- L. Cooperate with the County or any of its agents with any grant application or other effort to obtain funding for the maintenance, improvement, or expansion of the PWS or any associated future utility such as sewer, recharge, or water reuse utilities.
- M. Inform the County of any plan or program for the expansion of the PWS or the addition of any related utility such as sewer, recharge, or water reuse utilities, and cooperate with the County to ensure appropriate funding is or will be available for such capital improvements.

5. OBLIGATIONS OF THE COUNTY.

The County shall:

- A. Perform all necessary operations and maintenance of the PWS at the County's cost.
- B. Continually review the integrity and viability of the PWS in light of existing rates or rates set pursuant to the Plan, and propose increases in rates only when such increases are essential to the continuing viable operation of the PWS for the benefit of the Town and its constituency.
- C. Continue implementation of the Plan in cooperation with the Town and the Florida Rural Water Association.
- D. Cooperate with the Town in any effort to obtain funding for maintenance, operation, or improvement of the PWS as well as any funding for expansion of the PWS or creation of new utilities such as recharge facilities, water reuse, or sewer.
- E. Perform all field service operations including:
 - 1. Meter reading using equipment provided by the Town pursuant to this Agreement;
 - 2. Disconnection of unpaid or otherwise delinquent accounts;
 - 3. Reconnection of services;
 - 4. Maintain/exercise all fire hydrants as necessary for the proper maintenance of such facilities;
 - 5. Repairs to Town-owned facilities, including meters; and
 - 6. Other services as may be required from time to time in the field.
- F. Expeditiously perform emergency repairs upon notification from the Town. The County may call upon the Town's forces or equipment in such instances and the parties agree to cooperate in all respects to restore full service to the PWS as soon as possible in light of the circumstances of each emergency.

6. CONSIDERATION.

Not less than once each fiscal quarter and within thirty days of the end of the preceding fiscal quarter, the Town shall remit to the County as payment for the County's performance hereunder the Town's proceeds collected each month from the operation of the utility for the preceding fiscal quarter, less one dollar and fifty cents (\$1.50) per bill mailed during that preceding

quarter.

Within thirty days of the first day on each of the first fiscal year under this agreement, the County shall remit to the Town a lump sum of \$25,000 to provide additional support for the Town's continuing operational functions under this agreement. The parties make this agreement with the shared expectation that the County will handle all PWS operations on or before the first day of the fourth fiscal year under this agreement.

7. AMENDMENT.

Either party that desires to amend this agreement shall notify the other party in writing indicating the type of amendment desired and stating reasons for same. This agreement may be amended only by mutual written agreement of the parties.

8. INDEMNIFICATION.

Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing herein shall be construed as consent by an either party to be sued by third parties in any matter arising out of this agreement, or as a waiver of sovereign immunity by either party to which sovereign immunity applies.

9. NOTIFICATION.

Except as provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via verified electronic mail to the parties' respective official government email addresses provided below. The parties' representatives are:

County: County Manager David Kraus
david_kraus@columbiacountyfla.com
Post Office Box 1529
Lake City, Florida 32056-1529

Town: Town Mayor
mayor@fortwhitefl.com
118 SW Wilson Springs Road
Fort White, Florida 32038

10. THIRD PARTY BENEFICIARIES.

This agreement does not create any relationship with, or any rights in favor of, any third party.

11. ASSIGNMENT OF INTEREST.

No party shall assign or transfer any interest in this agreement without prior written consent of the other parties.

12. SEVERABILITY.

If any provision of this agreement is declared void by a court of law, all other provisions

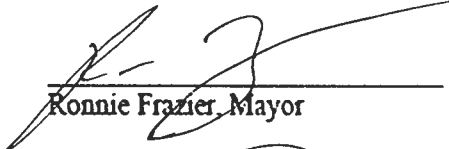
shall remain in full force and effect.

13. RECORDING OF AGREEMENT, EFFECTIVE DATE.

The County, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida. This Agreement shall be effective October 1, 2021.

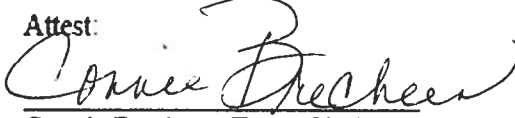
IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

TOWN OF FORT WHITE, FLORIDA



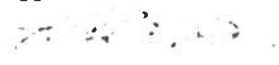
Ronnie Frazier, Mayor

Attest:



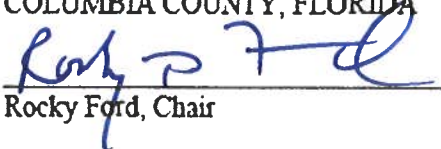
Connie Brecheen, Town Clerk

Approved as to Form:



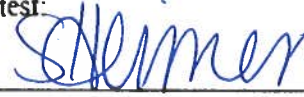
Fred Koberlein, Town Attorney

THE BOARD OF COUNTY
COMMISSIONERS FOR
COLUMBIA COUNTY, FLORIDA

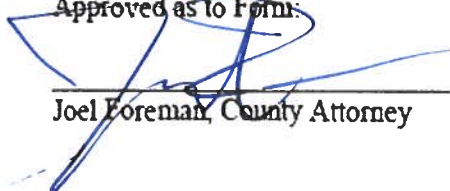


Rocky Ford, Chair

Attest:


for _____
James M. Swisher, Jr., Clerk of Courts

Approved as to Form:



Joel Foreman, County Attorney