

RESOLUTION NO. 2009- 203

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF AGREEMENT BETWEEN CITY OF ATLANTIC BEACH, CLAY COUNTY UTILITY AUTHORITY, CITY OF FERNANDINA BEACH, CITY OF GAINESVILLE, CITY OF GREEN COVE SPRINGS, CITY OF JACKSONVILLE BEACH, JEA, CITY OF NEPTUNE BEACH, TOWN OF ORANGE PARK, CITY OF PALATKA, PUTNAM COUNTY, CITY OF ST. AUGUSTINE, AND ST. JOHNS COUNTY TO ASSESS GROUNDWATER RESOURCE SUSTAINABILITY IN NORTHEAST FLORIDA AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ON BEHALF OF ST. JOHNS COUNTY, ANY DOCUMENTS ASSOCIATED WITH SUCH PROJECT.**

**WHEREAS**, the St. Johns River Water Management District (SJRWMD) is undertaking a 2010 water supply planning process using growth projections, groundwater and resource impact models, and other technical tools that will affect local governments and utilities throughout the region; and

**WHEREAS**, the City of Atlantic Beach, Clay County Utility Authority, City of Fernandina Beach, City of Gainesville, City of Green Cove Springs, City of Jacksonville Beach, JEA, City of Neptune Beach, Town of Orange Park, City of Palatka, Putnam County, City of St. Augustine, and St. Johns County (hereinafter referred to as "OWNERS"), desire to jointly and collaboratively evaluate regional long-term sustainability of groundwater resources to meet future public water supply needs relative to the St. Johns River Water Management District's (SJRWMD) 2010 water supply planning process; and

**WHEREAS**, the OWNERS support protecting and sustaining the natural systems and groundwater resources; and

**WHEREAS**, the OWNERS have a responsibility to provide cost effective public water supply alternatives; and

**WHEREAS**, it is more efficient for the OWNERS to cost share in this effort and to avoid duplication of effort; and

**WHEREAS**, the OWNERS need to engage engineering consultants and legal support services and desire to designate JEA to administer these contracts; and

**WHEREAS**, pursuant to Section 21.04(t) of the City of Jacksonville Charter, JEA is authorized to provide the services described herein; and

**WHEREAS**, the OWNERS have agreed to enter into this agreement (the "Agreement") for the purpose of setting forth the terms and conditions which will govern their mutual obligations in furtherance of the foregoing Recitals; and

**WHEREAS**, the OWNERS have drafted a Memorandum of Agreement, which sets forth the precise terms, provisions, conditions, and requirements associated with the preparation and development of the Report; and

**WHEREAS**, a copy of the Memorandum of Agreement is attached hereto, and incorporated herein; and

**WHEREAS**, by participating in this Project now, it will allow the County to better protect the County's future water supply resources and plan capital expenditures appropriately; and

**WHEREAS**, the County has determined that participation in this Project will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

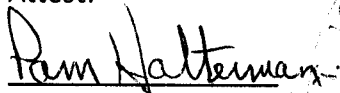
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Memorandum of Agreement between City of Atlantic Beach, Clay County Utility Authority, City of Fernandina Beach, City of Gainesville, City of Green Cove Springs, City of Jacksonville Beach, JEA, City of Neptune Beach, Town of Orange Park, City of Palatka, Putnam County, City of St. Augustine, and St. Johns County to assess groundwater resource sustainability in Northeast Florida, and, authorizes the County Administrator, or designee, to execute on behalf of the County, any documents associated with such project.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21<sup>st</sup> day of July, 2009.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

  
Deputy Clerk

By:

  
Cyndi Stevenson, Chair

RENDITION DATE 7/23/09

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF ATLANTIC BEACH, CLAY COUNTY UTILITY AUTHORITY, CITY OF  
FERNANDINA BEACH, CITY OF GAINESVILLE, CITY OF GREEN COVE SPRINGS,  
CITY OF JACKSONVILLE BEACH, JEA, CITY OF NEPTUNE BEACH, TOWN OF  
ORANGE PARK, CITY OF PALATKA, PUTNAM COUNTY, CITY OF ST.  
AUGUSTINE, AND ST. JOHNS COUNTY  
TO ASSESS GROUNDWATER RESOURCE SUSTAINABILITY IN NORTHEAST  
FLORIDA**

**WHEREAS**, the St. Johns River Water Management District (SJRWMD) is undertaking a 2010 water supply planning process using growth projections, groundwater and resource impact models, and other technical tools that will affect local governments and utilities throughout the region; and

**WHEREAS**, the City of Atlantic Beach, Clay County Utility Authority, City of Fernandina Beach, City of Gainesville, City of Green Cove Springs, City of Jacksonville Beach, JEA, City of Neptune Beach, Town of Orange Park, City of Palatka, Putnam County, City of St. Augustine, and St. Johns County (hereinafter referred to as "OWNERS"), desire to jointly and collaboratively evaluate regional long-term sustainability of groundwater resources to meet future public water supply needs relative to the St. Johns River Water Management District's (SJRWMD) 2010 water supply planning process; and

**WHEREAS**, the OWNERS support protecting and sustaining the natural systems and groundwater resources; and

**WHEREAS**, the OWNERS have a responsibility to provide cost effective public water supply alternatives; and

**WHEREAS**, it is more efficient for the OWNERS to cost share in this effort and to avoid duplication of effort; and

**WHEREAS**, the OWNERS need to engage engineering consultants and legal support services and desire to designate JEA to administer these contracts; and

**WHEREAS**, pursuant to Section 21.04(t) of the City of Jacksonville Charter, JEA is authorized to provide the services described herein; and

**WHEREAS**, the OWNERS have agreed to enter into this agreement (the "Agreement") for the purpose of setting forth the terms and conditions which will govern their mutual obligations in furtherance of the foregoing Recitals.

NOW, **THEREFORE**, the OWNERS and JEA agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by this reference to the same.

**2. Services.** JEA hereby agrees to administer consultant and legal services contracts for the OWNERS as described in the Scope of Services (the "Scopes"), which will be attached as consultant Exhibits A and B hereto, after being approved and finalized by JEA and all OWNERS, and which shall become a part hereof when attached hereto. The OWNERS and JEA understand that Exhibits A or B may be modified and/or additional Scopes may be added at a future date, in accordance with the provisions set forth in paragraphs 4 and 5 herein. In the role of administrator of the consultant and legal contracts, JEA will (1) act as the primary contact for the contracts, (2) will relay the prioritization of tasks as set by the OWNERS, (3) coordinate progress meetings and other activities relating to project status and (4) pay the invoices submitted by the consultants, subject to the reimbursement of the costs by the other OWNERS, in the percentages as set forth in paragraph 5 herein.

**3. Limitations.** Prioritization of tasks included in the Scopes and overall direction to consultant and legal service providers will be determined jointly by the OWNERS. Decisions will require at least two-thirds majority vote of the OWNERS before JEA directs consultants accordingly. Each OWNER will have one vote. JEA will coordinate regular progress meetings for conference calls and meetings with consultant and legal service providers to provide OWNERS with project status updates and obtain OWNER votes, as needed.

**4. Costs.** OWNERS shall be limited to an overall, combined total cost not to exceed \$600,000.00 (the "Total Costs Amount"). Decisions to add additional services within the Scopes, but subject to and limited by the Total Costs Amount, will require at least a two-thirds (2/3) majority vote of the OWNERS. The addition of Scopes above the Total Costs Amount will require written modification of this Agreement and the approval of the OWNERS by at least a two-thirds (2/3) majority vote. In the event that additional Scopes above the Total Costs Amount are so approved, any dissenting OWNER may elect to withdraw from this Agreement in accordance with the requirements of paragraph 9 hereof.

**5. Reimbursement of Expenses.** OWNERS will reimburse JEA on a monthly basis and within 30 days of invoicing by JEA in consideration of this Agreement based on actual costs incurred during the preceding month. Costs to each OWNER will be paid proportionally to each utility's 2007 total annual average daily flow for the duration of this Agreement, as follows:

Percentage Reimbursement Table

Owner	2007 AADF (MGD)	Reimbursement (%)
City of Atlantic Beach	2.55	1.32
Clay County Utility Authority	14.63	7.58
City of Fernandina Beach	3.95	2.05
City of Gainesville	27.20	14.10
City of Green Cove Springs	1.33	0.69
City of Jacksonville Beach	2.64	1.37
JEA	123.31	63.91
City of Neptune Beach	0.98	0.51

Town of Orange Park	1.19	0.62
City of Palatka	2.36	1.22
Putnam County	0.04	0.02
City of St. Augustine	3.36	1.74
St. Johns County	9.40	4.87
<b>Total</b>	<b>192.94</b>	<b>100.00</b>

JEA will not charge OWNERS any additional fees for contract administration. If any OWNER fails to reimburse JEA for its percentage share, interest shall be assessed at the rate of 8% per year. If an OWNER fails to pay its percentage share for two (2) consecutive months, this MOA shall be void as between JEA and such Defaulting OWNER. Defaulting OWNER shall thereafter cease to be a part of the OWNERS group, and shall not be entitled to attend any meetings, have any vote on matters, and obtain any information or reports prepared by consultants. The Defaulting OWNER shall continue to be liable to JEA for payment of its percentage share of the costs incurred, plus accrued interest. If an OWNER defaults or separates from the group in accordance with paragraph 9, JEA shall re-allocate the reimbursement percentages set forth above, and each OWNER shall thereafter be responsible for the revised percentage of the fees.

In lieu of cost reimbursement, JEA may allow OWNERS to provide in-kind services, on a case-by-case basis, and as unanimously agreed by OWNERS when said in-kind services have or will directly support and offset costs of the Scopes within the limitations of the Total Costs Amount in paragraph 4 above and any approved additional services.

**6. Notification.** Correspondence to JEA, project administration questions, and payment, as well as any other notice, shall be directed as follows:

John E. Baxter, PE  
JEA  
102 Kernan Blvd. N.  
Jacksonville, Florida 32202  
(904) 665-5359  
**[bajtje@jea.com](mailto:bajtje@jea.com)**

Notices to and from the other OWNERS and voting shall be made by the following individuals, or a designee of each respective OWNER, at the addresses shown:

Donna Kaluzniak Utility Director City of Atlantic Beach 902 Assisi Lane Atlantic Beach, Florida 32233 (904) 270-2535 <a href="mailto:dkaluzniak@coab.us">dkaluzniak@coab.us</a>	Mark F. Greenwood Plants Division Supervisor City of Neptune Beach 2010 Forest Avenue Neptune Beach, Florida 32266(904) 270-2422 <a href="mailto:mgreenwood@neptune-beach.com">mgreenwood@neptune-beach.com</a>
Ray O. Avery Executive Director	Bill White Public Works Director

<p>Clay County Utility Authority  3176 Old Jennings Road  Middleburg, Florida 32068  (904) 272-5999  ravery@clayutility.org</p>	<p>Town of Orange Park  2042 Park Avenue  Orange Park, Florida 32073  (904) 264-7411  bcostea@townop.com</p>
<p>John Mandrick  Utilities Director  City of Fernandina Beach  1180 S. 5th Street  Fernandina Beach, Florida 32034  (904) 277-7380  jmandrick@fbfl.org</p>	<p>Melvin Register  Water Plant Superintendent  City of Palatka  201 North 2<sup>nd</sup> Street  Palatka, Florida 32177  (386) 329-0144  palatkawaterplant@att.net</p>
<p>David M. Richardson  Assistant General Manager,  Water/Wastewater Systems  City of Gainesville  301 SE 4th Avenue  Gainesville, Florida 32601  (904) 393-1612  richardsondm@gru.com</p>	<p>Donald D. Jacobovitz  Public Works Director  Putnam County  2509 Crill Avenue  Palatka, Florida 32177  (386) 329-0346  don.jacobovitz@palatka-fl.com</p>
<p>Mike Null  Public Works Director  City of Green Cove Springs  321 Walnut Street  Green Cove Springs, Florida 32043  (904) 529-2216  mnull@greencovesprings.com</p>	<p>Todd Grant  Deputy Director, Public Works  City of St. Augustine  75 King Street  St. Augustine, Florida 32084  (904) 825-1040  tgrant@ci.st-augustine.fl.us</p>
<p>Ty Edwards  Public Works Director  City of Jacksonville Beach  1460A Shetter Avenue  Jacksonville Beach, Florida 32250  (904) 247-6219  tedwards@jaxbchfl.net</p>	<p>Michael Wanchick  County Administrator  St. Johns County  500 San Sebastian View  St. Augustine, Florida 32084  (904) 209-0530  mwanchick@sjcfl.us</p>

7. **Modification.** This Agreement may be modified only upon mutual, written agreement signed by all of the OWNERS.

8. **Additional Parties as OWNERS.** OWNERS may be added to the Agreement in the future. Decisions to add additional OWNERS will require at least a two-thirds majority vote of the OWNERS. If an OWNER is added, JEA shall re-allocate the reimbursement percentages set forth in paragraph 5 above, and each OWNER shall thereafter be responsible for the revised percentage of the fees. OWNERS may also agree to allow participation of other entities in this collaborative effort without becoming an OWNER and at no cost, but only after unanimous agreement by OWNERS.

**9. Separation.** Any OWNER may withdraw from this Agreement before termination by giving not less than 30 days' written notice to all OWNERS. In the event of withdrawal, the withdrawing OWNER shall be responsible for its share of all services up to the date of termination plus its remaining share of active phase(s) of work being performed under the Scopes. Payment in full for the remaining balance shall be due within thirty (30) days of separation. The withdrawing OWNER will not be responsible for costs associated with any phases of the Scopes not yet started and future costs for phases not yet started will be redistributed among the remaining OWNERS within the limitations of the Total Cost Amount OWNER allocation described above.

**10. Execution.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original document for all purposes.

**11. Termination.** This Agreement shall terminate on March 31, 2012 or upon the completion of the Scopes, whichever shall first occur, unless terminated earlier by the procedures set forth herein. In the event of termination before completion of the Scopes, the OWNERS shall be responsible for their respective shares of services performed to the date of termination, and no compensation previously paid for services performed in accordance with this Agreement shall be refundable by JEA.

Signature Page Follows:

AGREED TO on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

DATE:

**CITY OF ATLANTIC BEACH**

\_\_\_\_\_

\_\_\_\_\_

Jim Hanson  
City Manager  
City of Atlantic Beach  
800 Seminole Rd.  
Atlantic Beach, Florida 32233

DATE:

**CLAY COUNTY UTILITY AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_

Ray O. Avery  
Executive Director  
Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

DATE:

**CITY OF FERNANDINA BEACH**

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Michael J. Czymbor  
City Manager  
City of Fernandina Beach  
204 Ash Street  
Fernandina Beach, Florida 32034

**DATE:**

**CITY OF GAINESVILLE**

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David M. Richardson  
Assistant General Manager,  
Water/Wastewater Systems  
City of Gainesville  
301 SE 4th Avenue  
Gainesville, Florida 32601

**DATE:**

**CITY OF GREEN COVE SPRINGS**

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Don Bowles  
City Manager  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, Florida 32043

**DATE:**

**CITY OF JACKSONVILLE BEACH**

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George D. Forbes  
City Manager  
City of Jacksonville Beach  
11 North Third Street  
Jacksonville Beach, Florida 32250

**DATE:**

**JEA**

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John P. McCarthy  
Director, Procurement Services  
JEA  
21 W. Church Street, CC6  
Jacksonville, Florida 32202

**DATE:**

**CITY OF NEPTUNE BEACH**

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Jim Jarboe  
City Manager  
City of Neptune Beach  
116 First Street  
Neptune Beach, Florida 32266

**DATE:**

**TOWN OF ORANGE PARK**

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John W. Bowles  
Town Manager  
Town of Orange Park  
2042 Park Avenue  
Orange Park, Florida 32073

**DATE:**

**CITY OF PALATKA**

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Woody Boynton  
City Manager  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

**DATE:**

**PUTNAM COUNTY**

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Rick Leary  
County Administrator  
Putnam County  
2509 Crill Avenue  
Palatka, Florida 32177

**DATE:**

**CITY OF ST. AUGUSTINE**

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William B. Harriss  
City Manager  
City of St. Augustine  
75 King Street  
St. Augustine, Florida 32084

**DATE:**

**ST. JOHNS COUNTY**

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Michael Wanchick  
County Administrator  
500 San Sebastian View  
St. Augustine, Florida 32084

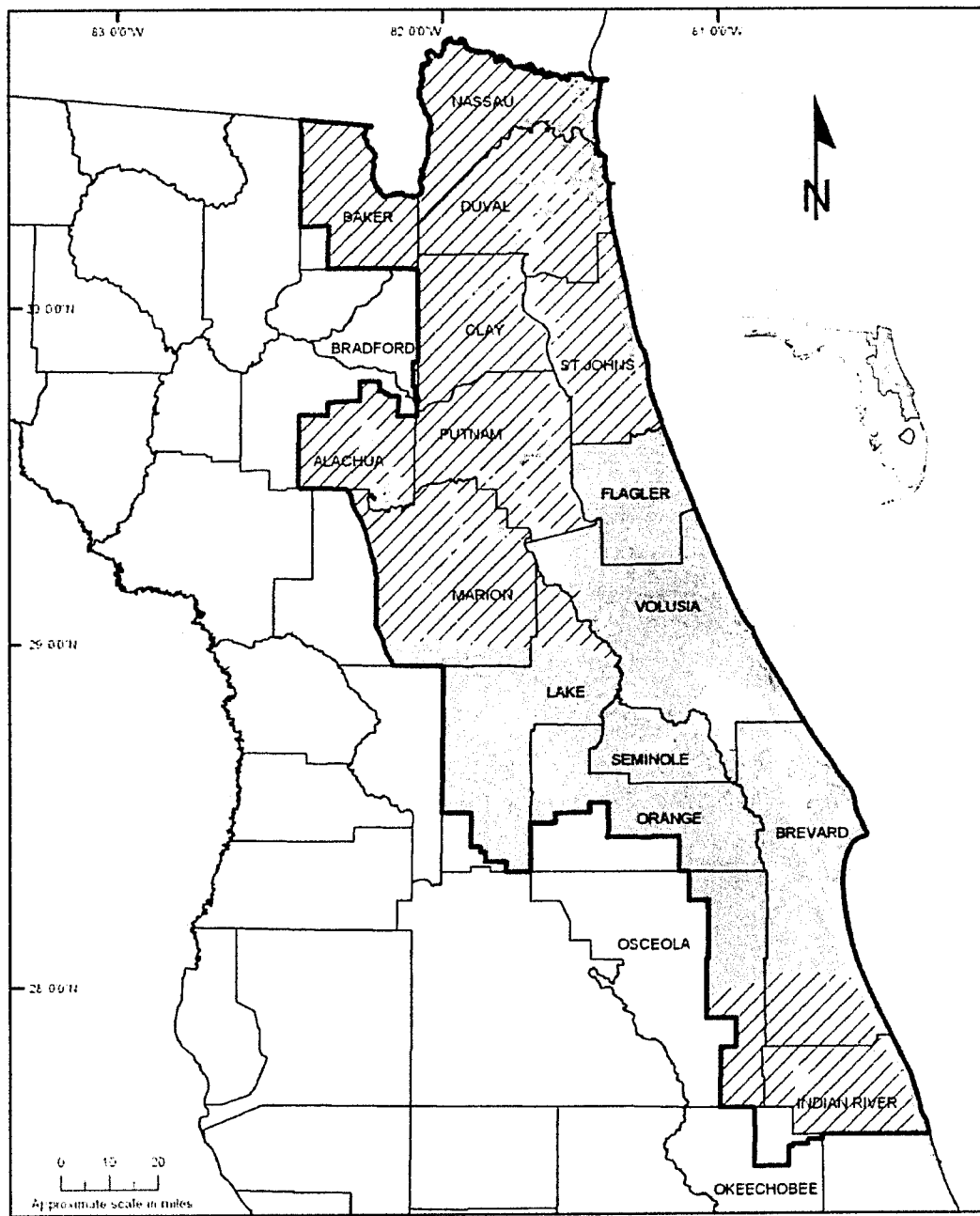


Figure ES1. Priority water resource caution areas and potential priority water resource caution areas in the St. Johns River Water Management District, 2008

