

RESOLUTION NO. 2012-220

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND CITY OF ST. AUGUSTINE, FLORIDA REGARDING SEWER SERVICE PROVISION, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY**

**WHEREAS**, the CITY and the COUNTY previously entered into a Settlement and Interlocal Agreement ("First Agreement") dated August 13, 1999, which Agreement addressed the establishment of water and wastewater service territories for the CITY and which provided that the COUNTY purchase one million (1,000,000) gallons per day of potable water capacity and one million (1,000,000) gallons per day of wastewater treatment capacity from the CITY for a period of five (5) years commencing October 1, 1999 and terminating September 30, 2004; and

**WHEREAS**, the CITY and the COUNTY entered into a second Interlocal Agreement dated September 23, 2004 ("Second Agreement") which amended the First Agreement by terminating the provision that the COUNTY purchase one million (1,000,000) gallons per day of potable water capacity and one million (1,000,000) gallons per day of wastewater treatment capacity and which provided that the CITY shall continue to provide water and wastewater capacity for the Eagle Creek subdivision at a rate calculated and based on the formula set forth in paragraphs 2 and 14 of the First Agreement; and

**WHEREAS**, the CITY and the COUNTY entered into a third Interlocal Agreement dated June 8, 2009 ("Third Agreement") which amended the First Agreement and Second Agreement by providing that the CITY shall provide to the COUNTY up to three hundred thousand (300,000) gallons per day of wastewater treatment capacity for the State Road 16 interconnect for a period of three (3) years beginning in June 2009; by providing that the COUNTY, at the COUNTY'S sole expense, shall connect COUNTY wastewater facilities to the current terminal of the CITY'S wastewater line located on the northerly side of State Road 16 at or near Stratton Boulevard and shall install, at the COUNTY'S sole expense, a meter for measurement of wastewater flow from the COUNTY'S facilities; by providing that the wastewater received by the CITY from the COUNTY'S facilities shall meet or exceed all local limits as described in the Third Agreement and by providing that the COUNTY will pay to the CITY for the provision of the agreed wastewater capacity at the rate calculated by a formula set forth in the First Agreement; and

**WHEREAS**, the CITY and the COUNTY each acknowledge that each party has complied fully with the covenants and obligations contained in both the First Agreement and the Second Agreement; and

**WHEREAS**, the parties find that the provision of wastewater treatment services to certain customers of those services located in the unincorporated areas of the COUNTY but outside the CITY'S service area as described and agreed in the First Agreement and the Second Agreement best serves the public's health, safety and welfare; and

**WHEREAS**, the provision of wastewater force main interconnect between the St. Johns County and the City of St. Augustine sewer systems will provide redundancy to the St. Johns County sewer system; and

**WHEREAS**, St. Johns County has reviewed the terms, and conditions of the above-referenced Interlocal Agreement attached hereto, and incorporated herein; and

**WHEREAS**, the County has determined that accepting the terms of the Agreements, attached hereto, and incorporated herein, 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. Incorporation of Recitals.**

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

**Section 2. Authority to Approve.**

The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of Interlocal Agreement between St. Johns County and City of St. Augustine and authorizes the County Administrator to execute this Agreement on behalf of St. Johns County in substantially the form attached.

**Section 3. Correction of Errors.**

To the extent that there are scrivener's/typographical errors noted within the above-noted Interlocal Agreement, the Interlocal Agreement may be revised, in order to correct such errors, without the necessity of further action by the Board.

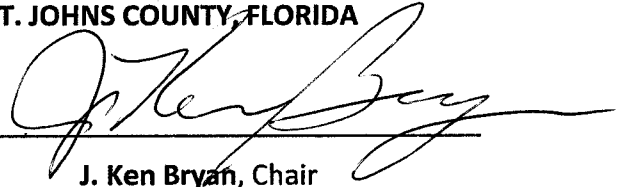
**Section 4. Effective Date.**

This Resolution shall be effective upon its execution.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 21<sup>st</sup> day of August, 2012.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

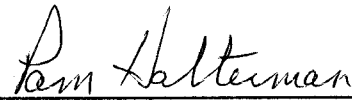
By: \_\_\_\_\_



**J. Ken Bryan, Chair**

**ATTEST: CHERYL STRICKLAND, CLERK**

By: \_\_\_\_\_



**Deputy Clerk**



**RENDITION DATE** 8/23/12

## **INTERLOCAL AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("COUNTY"), who hereby find and agree, as follows:

### **RECITALS**

**WHEREAS**, the CITY and the COUNTY previously entered into a Settlement and Interlocal Agreement ("First Agreement") dated August 13, 1999, which Agreement addressed the establishment of water and wastewater service territories for the CITY and which provided that the COUNTY purchase one million (1,000,000) gallons per day of potable water capacity and one million (1,000,000) gallons per day of wastewater treatment capacity from the CITY for a period of five (5) years commencing October 1, 1999 and terminating September 30, 2004; and

**WHEREAS**, the CITY and the COUNTY entered into a second Interlocal Agreement dated September 23, 2004 ("Second Agreement") which amended the First Agreement by terminating the provision that the COUNTY purchase one million (1,000,000) gallons per day of potable water capacity and one million (1,000,000) gallons per day of wastewater treatment capacity and which provided that the CITY shall continue to provide water and wastewater capacity for the Eagle Creek subdivision at a rate calculated and based on the formula set forth in paragraphs 2 and 14 of the First Agreement; and

**WHEREAS**, the CITY and the COUNTY entered into a third Interlocal Agreement dated June 8, 2009 ("Third Agreement") which amended the First Agreement and the Second Agreement by providing that the CITY shall provide to the COUNTY up to three hundred thousand (300,000) gallons per day of wastewater treatment capacity for the State Road 16 Interconnect for a period of three (3) years beginning in June of 2009; by providing that the COUNTY, at the COUNTY'S sole expense, shall connect COUNTY wastewater facilities to the current terminal of the CITY'S wastewater line located on the northerly side of State Road 16 at or near Stratton Boulevard and shall install, at the COUNTY'S sole expense, a meter for measurement of wastewater flow from the COUNTY'S facilities; by providing that the wastewater received by the CITY from the COUNTY facilities shall meet or exceed all federal and state standards for domestic wastewater and shall meet or exceed all local limits as described in the Third Agreement and by providing that the COUNTY will pay to the CITY for the provision of the agreed wastewater capacity at the rate calculated by a formula set forth in the First Agreement;

**WHEREAS**, the CITY and the COUNTY each acknowledge that each party has complied fully with the covenants and obligations contained in the First Agreement, the Second Agreement and the Third Agreement; and

**WHEREAS**, the parties find that the provision of wastewater treatment services to certain customers of those services located in the unincorporated areas of the COUNTY but outside the CITY'S service area as described and agreed in the First

Agreement, the Second Agreement and the Third Agreement best serves the public's health, safety and welfare; and

**WHEREAS**, Section 26-94 of the Code of the City of St. Augustine, Florida provides for the inclusion of certain mandatory provisions into any interlocal agreement for the receipt of wastewater by the CITY from other local governments;

**NOW, THEREFORE**, the CITY and COUNTY agree as follows:

Section 1. That the CITY shall provide up to and including Three Hundred Thousand (300,000) gallons per day of wastewater treatment capacity for the State Road 16 interconnect to the COUNTY for a period of three (3) years commencing on the first business day after the date of execution of this Interlocal Agreement by the latter party to do so. This Interlocal Agreement may be further renewed for two additional ninety (90) day terms if mutually agreed by the parties.

Section 2. That the COUNTY will pay to the CITY for the provision of the agreed wastewater capacity a rate calculated at a commercial wholesale rate of \$2.80 per 1,000 gallons, except that the minimum daily rate shall be the rate for 25,000 gallons. The rate hereby established shall be adjusted to equal sixty-five percent (65%) of the COUNTY'S wastewater rate for commercial customers, as adjusted from time to time.

Section 3. The parties acknowledge and agree that, for the purpose of this Interlocal Agreement, the COUNTY has adopted or will adopt a sewer use ordinance which is at least as stringent as the CITY'S ordinance. The parties agree that

for the purposes of this Interlocal Agreement, the local limits shall be those displayed in Exhibit "A," attached hereto and incorporated herein.

Section 4. That all remaining portions of said First Agreement, Second Agreement and Third Agreement not amended by this Interlocal Agreement shall remain in full force and effect and binding on the CITY and the COUNTY.

ATTEST:

\_\_\_\_\_  
Clerk of the Board of County  
Commissioners of St. Johns  
County, Florida

(SEAL)

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
~~Mark P. Miner, Chair~~  
J. Ken Bryan

Date: \_\_\_\_\_

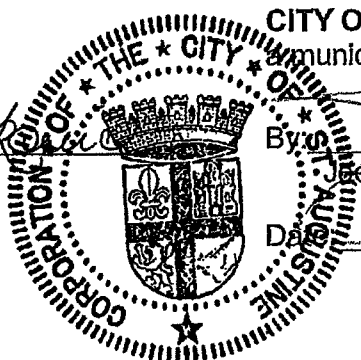
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
COUNTY ATTORNEY

ATTEST:

*Alison Parker*  
\_\_\_\_\_  
City Clerk

(SEAL)



**CITY OF ST. AUGUSTINE, FLORIDA,**  
municipal corporation

By: \_\_\_\_\_  
Joe Boles, Jr., Mayor

Date: *July 23, 2012*

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

*Ronald Jern*  
\_\_\_\_\_  
CITY ATTORNEY

**City of St. Augustine**  
**Wastewater Discharge**  
**Local Limits**

Parameter	Proposed Local Limit (mg/L)	Basis
Aluminum	1,917	Pass through to Class III Marine
Chromium VI	223	Interference with activated sludge
Copper	24.7	Pass through to Class III Marine
Cyanide, Total	0.078	Pass through to Class III Marine
Iron	1,134	Pass through to Class III Marine
Mercury	0.007	Pass through to Class III Marine
Oil and Grease	100	Collection system protection, EPA Ref. Value
Silver	0.90	Pass through to Class III Marine
TKN	9,590	Design plant capacity
Zinc	9.9	Pass through to Class III Marine

Reference Ordinance Number: 2011-25