

RESOLUTION NO. 2013- 162

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 of St. Augustine (CITY) and St. Johns County (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 entered into a fourth Interlocal Agreement dated August 23, 2012 ("Fourth Agreement") which amended the First Agreement, Second Agreement and the Third Agreement by providing that the CITY shall continue to 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 August of 2012 by providing that the COUNTY will pay to the CITY for the provision of the agreed upon wastewater capacity at a rate equal to sixty-five percent (65%) of the COUNTY'S wastewater rate for commercial customers per 1,000 gallons, except that the minimum daily rate shall be the rate for 25,000 gallons; and

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

WHEREAS, the CITY and the COUNTY find that the ability to use interconnects to provide wastewater treatment services to each other, from time to time, as needed, on a short term, emergency and temporary basis best serves the public's health, safety and welfare; and

WHEREAS, the 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 Agreement, 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.

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 6th day of August, 2013.

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

By: _____

John H. Morris, Chair

ATTEST: CHERYL STRICKLAND, CLERK

By: _____

Deputy Clerk

RENDITION DATE 8/8/13



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; and

WHEREAS, the CITY and the COUNTY entered into a fourth Interlocal Agreement dated August 23, 2012 ("Fourth Agreement") which amended the First Agreement, Second Agreement and the Third Agreement by providing that the CITY shall continue to 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 August of 2012 by providing that the COUNTY will pay to the CITY for the provision of the agreed upon wastewater capacity at a rate equal to sixty-five percent (65%) of the COUNTY'S wastewater rate for commercial customers per 1,000 gallons, except that the minimum daily rate shall be the rate for 25,000 gallons; and

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, the Third Agreement and the Fourth Agreement; and

WHEREAS, the CITY and the COUNTY find that the ability to use interconnects to provide wastewater treatment services to each other, from time to time, as needed, on a short term, emergency and temporary basis best serves the public's health, safety and welfare;

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

Section 1. The CITY and the COUNTY may utilize the CITY's Fish Island Road wastewater interconnect or any other existing or future wastewater interconnect as the parties subsequently and mutually may agree in writing to provide wastewater capacity to the COUNTY/CITY by the other party for emergency and maintenance purposes. The quantity of and the duration of the capacity requirement will be mutually agreed upon by the COUNTY's Utility Director and the CITY's Public Works Director, or their respective designees, in a memorandum of understanding for each needed use. The requesting party will be responsible for providing accurate flow information and preparing the interconnect for its usage. In the event where no meter is present or it is not feasible to install a meter, flow information shall be a mutually agreed upon estimate. Any interconnect that will require greater than 180 days continuous usage will require a separate Interlocal agreement. This Interlocal Agreement will be in effect for a period of ten (10) years, and may be further renewed for two additional ten (10) year terms if mutually agreed by the parties in writing and in advance of the implementation of any term or renewal term.

Section 2. The COUNTY will pay to the CITY, or the City will pay to the COUNTY, based on who requests the usage of the interconnect, for the provision of the mutually

agreed upon wastewater capacity at a rate equal to 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 setting discharge limits (Industrial Pretreatment) which are at least as stringent as the CITY'S discharge limits and the City has adopted or will adopt a sewer use Ordinance setting discharge limits which are at least as stringent as the County's Ordinance.

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

Section 5. The Interlocal Agreement will become effective on the first business day after the date of execution of this Interlocal Agreement by the latter party to do so.

ATTEST:

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

(SEAL)

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

By: _____
Jay Morris, Chair

Date: _____

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

City Clerk

(SEAL)

By: _____
Joe Boles, Jr., Mayor

Date: _____