

RESOLUTION NO. 2015- 74

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE CHAIR, OR DESIGNEE, TO DIRECT STAFF TO ENTER INTO A SIXTH INTERLOCAL AGREEMENT WITH THE CITY OF ST. AUGUSTINE FOR WATER AND WASTEWATER INTERCONNECTS.

RECITALS

WHEREAS, The City of St. Augustine and St. Johns County previously entered into five agreements related to water and wastewater in 1999, 2004, 2009, 2012, and 2013; and

WHEREAS, Each party has complied fully with the previous agreements; and

WHEREAS, Water and wastewater interconnects available for emergency and temporary use are in the best interest of the public's health and safety.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby authorizes the execution of the sixth Interlocal Agreement between the City of St. Augustine (CITY) and St. Johns County (COUNTY). The CITY and the COUNTY agree that either party may utilize the CITY'S Stokes Landing water interconnect and any other existing or future water interconnect as the parties may subsequently and mutually agree in writing to provide water 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 all costs associated with metering or preparing the interconnect for its usage. Any interconnect that will require greater than 180 days continuous usage will require a separate interlocal agreement.

Section 3. 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 water capacity at a rate equal to sixty-five percent (65%) of the CITY'S water rate for customers outside of the city limits, as adjusted from time to time.

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

Section 5. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED this 7th day of April 2015

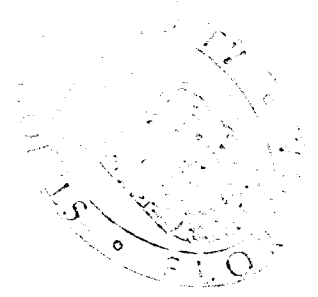
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 4/10/15



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 entered into a fifth Interlocal Agreement dated August 26, 2013 ("Fifth Agreement") which amended the First Agreement, Second Agreement, Third Agreement and the Fourth Agreement by providing that CITY and the COUNTY may utilize the CITY's Fish Island Road wastewater interconnect or any other existing or future wastewater interconnect as mutually agreed to in writing between the COUNTY's Utility Director and the CITY's Public Works Director and the COUNTY will pay to the CITY or the CITY will pay to the COUNTY sixty-five percent (65%) of the COUNTY's wastewater rate for commercial customers for the usage of the interconnect as measured by the meter or by estimated flow, and the COUNTY has adopted discharge limits (Industrial Pretreatment) at least as stringent as the CITY'S discharge limits; 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, the Fourth Agreement, and the Fifth Agreement; and

WHEREAS, the CITY and the COUNTY find that the ability to use interconnects to provide water as well as 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 agree that either party may utilize the CITY'S Stokes Landing water interconnect and any other existing or future water interconnect as the parties may subsequently and mutually agree in writing to provide water 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 all costs associated with metering or preparing the interconnect for its usage. Any interconnect that will require greater than 180 days continuous usage will require a separate Interlocal agreement.

Section 2. 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 3. 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 water capacity at a rate equal to sixty-five percent (65%) of the CITY'S water rate for customers outside of the city limits, as adjusted from time to time.

Section 4. That all remaining portions of said First Agreement, Second Agreement, Third Agreement, Fourth Agreement and Fifth 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.

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

Alison Ratkovic, City Clerk

(SEAL)

By: _____
Nancy Shaver, Mayor

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

ATTEST:

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

(SEAL)

By: _____
Priscilla L. Bennett, Chair

Date: _____