

RESOLUTION NO. 94- 94

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERLOCAL AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO FOR THE CREATION OF A PUBLIC REGIONAL ANALYTICAL LABORATORY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County is currently planning and budgeting a laboratory facility for St. Johns County; and

WHEREAS, other counties are desiring to reduce their costs for monitoring and sampling for water systems, wastewater facilities and landfills; and

WHEREAS, the parties have agreed in principal by resolution to work together on creating a Public Regional Analytical Laboratory ("PRAL").

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida:

The County Administrator is hereby authorized to enter into an interlocal agreement on behalf of the County in substantially the same form as hereby attached.

PASSED AND ADOPTED this 24 day of May, 1994, by the Board of County Commissioners of St. Johns County, Florida.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Allan Roberts  
Chair

ATTEST" CARL "BUD" MARKEL, CLERK

By: Glenn Carter  
Deputy Clerk

DRAFT #2  
May 16, 1994

INTERLOCAL AGREEMENT

This Interlocal Agreement made and entered into as of the 24 day of May, 1994 by and among St. Johns County, a County, a political subdivision of the State of Florida, Putnam County, a political subdivision of the State of Florida, Clay County, a political subdivision of the State of Florida, and Flagler County, a political subdivision of the State of Florida, hereby known as ("Parties"), for the creation and establishment of a Public Regional Analytical Laboratory ("PRAL") Agreement.

**WITNESSETH:**

**WHEREAS**, each party County has the power to provide for the general welfare of its citizens; and

**WHEREAS**, rules and regulations promulgated by other regulatory agencies created by State and Federal Government require monitoring and sampling of water systems, wastewater facilities and landfills; and

**WHEREAS**, new regulations have been adopted by State and Federal Regulatory Agencies to require sampling of stormwater for quality as it affects major water bodies; and

**WHEREAS**, the Parties are concerned with obtaining samples for laboratory analyses, as required by operating permits to maintain public health and safety concerns within their territorial boundaries; and

**WHEREAS**, the Parties are concerned not only with obtaining and analyzing samples as required by permits but also with evaluating samples for other environmental parameters, which samples may be analyzed at a reduced cost at a PRAL; and

**WHEREAS**, the Parties are in agreement to cooperatively work to reduce cost for their citizens within their community through the use of a PRAL; and

**WHEREAS**, St. Johns County is currently planning and budgeting a laboratory facility which will reduce St. Johns County's cost and is willing to open up the laboratory facilities to include laboratory analysis for other party counties and other governmental agencies who may want to utilize those facilities for similar cost reduction.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, and representations herein, the Parties agree as follows:

**Section 1 - Purpose:**

The purpose of this Agreement is to create a Public Regional Analytical Laboratory ("PRAL") of an adequate size to analyze samplings for both mandatory and elective samplings of water systems, wastewater facilities, landfills and other facilities for any analyses that the PRAL is certified to perform at a beneficial cost to the Parties.

**Section 2 - Responsibility - Powers, Responsibility and Obligations:**

- A. Governing Committee. A Governing Committee shall be created and shall consist of one member of the governing body from each of the Parties entering into this Agreement. The Committee shall meet a minimum of twice a year and shall make recommendations to the County Administrator of St. Johns County ("Administrator") for adopting an annual budget for the PRAL.

In addition, the Governing Committee shall:

- 1) Provide advice and recommendation for the improvement of the PRAL.
- 2) Review the annual operating budget, capital budget and capital program.
- 3) Establish policies, procedures and schedules for the operations of the PRAL.
- 4) Identify and set fees for services performed at the PRAL.
- 5) Disseminate information relating to PRAL to interested parties.

The Governing Committee shall receive monthly updates and recommendations from the Technical Committee (TC). Other public agencies who utilize the services of the PRAL are encouraged to attend the meetings of the Governing Committee to make recommendations.

- B. Technical Committee. A TC shall be created and shall consist of one appointed staff member from each party County. The TC shall meet monthly and set schedules for sampling each Parties' facilities. The Committee

shall coordinate each Parties' individual permits and monitoring requirements for conformity.

- C. The Administrator shall be responsible for the proper administration of all affairs of the PRAL, including but not limited to, the following: a) the hiring and firing of the laboratory manager and personnel; b) budgeting and financing of capital improvements; c) maintaining or managing operations; and d) any other business or administrative matters that may arise concerning the PRAL.

**Section 3 - Cost for Services:**

The Governing Committee and the Administrator shall annually review and set the fees for services performed by the PRAL. The fees set shall be set prior to each new fiscal year for budgeting purposes. Cost for PRAL services shall initially be those set out in Exhibit A of this Agreement.

Unless St. Johns County is in breach of this Agreement, St. Johns County shall be paid for services rendered to the satisfaction of the Administrator of St. Johns County through the date of termination.

**Section 4 - Severability of Provisions; Conformance with Applicable Law:**

- A. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby.
- B. Nothing in this Agreement shall require the PRAL to observe or enforce compliance with any permit provision or perform any other act or do any other thing in contravention of any applicable local, state or federal laws, rules or regulations.

This Agreement may be terminated for cause by any Party upon 90 days prior written notice to the Administrator and to the other Parties in the event of substantial failure by a Party to perform in accordance with the terms of this Agreement. It may also be terminated by the Administrator of St. Johns County, with or without cause, upon 90 days written notice to the other Parties.

**Section 5 - Duration of Agreement and Withdrawal Procedure:**

This Agreement shall commence on the day and year above first written and shall remain in effect until terminated by the Parties to the Agreement. Any Party may withdraw

from this Agreement after presenting in written form a notice of intent to withdraw to the other Parties at least 90 days prior to the withdrawal date provided that any financial commitment made by the withdrawing Party prior to the date of withdrawal shall be effective and binding regardless of such withdrawal.

**Section 6 - Amendment to Agreement:**

Amendments to this Agreement may be initiated by the Administrator and/or the Governing Committee and shall be subject to approval by each Party.

**Section 7 - Annual Review of Agreement:**

This Agreement shall be filed with the Clerk of each of the participating Counties and shall be reviewed annually by members of the PRAL to confirm the validity of the contents and recommend the type of amendment, if any, that may be necessary or desirable.

IN WITNESS WHEREOF, the undersigned Parties set their hands and seals as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS,  
FLAGLER COUNTY, FLORIDA

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

BOARD OF COUNTY COMMISSIONERS,  
PUTNAM COUNTY, FLORIDA

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

BOARD OF COUNTY COMMISSIONERS,  
CLAY COUNTY, FLORIDA

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

BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, FLORIDA

By: Alan Roberts

ATTEST: CARL "BUD" MARKEL, CLERK

By: Carl B. Markel  
~~Deputy~~ Clerk