RESOLUTION NO. 2009- 03

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 21st Day of July, 2009.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

By: Cyndi Stevenson, Chair

Deputy Clerk

RENDITION DATE 7/3/09
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:

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

Percentage Reimbursement Table
| 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 |
| **Total**          | **192.94** | **100.00** |

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  
   baxtie@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:

<p>| Donna Kaluzniak       | Mark F. Greenwood   |
| Utility Director      | Plants Division Supervisor |
| City of Atlantic Beach| City of Neptune Beach |
| 902 Assisi Lane       | 2010 Forest Avenue |
| Atlantic Beach, Florida 32233 | Neptune Beach, Florida 32266(904) 270-2422 |
| (904) 270-2535        | <a href="mailto:mgreenwood@neptune-beach.com">mgreenwood@neptune-beach.com</a> |
| <a href="mailto:dkaluzniak@coab.us">dkaluzniak@coab.us</a>    |                           |
| Ray O. Avery          | Bill White |
| Executive Director    | Public Works Director |</p>
<table>
<thead>
<tr>
<th>Clay County Utility Authority</th>
<th>Town of Orange Park</th>
</tr>
</thead>
<tbody>
<tr>
<td>3176 Old Jennings Road</td>
<td>2042 Park Avenue</td>
</tr>
<tr>
<td>Middleburg, Florida 32068</td>
<td>Orange Park, Florida 32073</td>
</tr>
<tr>
<td>(904) 272-5999</td>
<td>(904) 264-7411</td>
</tr>
<tr>
<td><a href="mailto:ravery@clayutility.org">ravery@clayutility.org</a></td>
<td><a href="mailto:bcostea@townop.com">bcostea@townop.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>John Mandrick</th>
<th>Melvin Register</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities Director</td>
<td>Water Plant Superintendent</td>
</tr>
<tr>
<td>City of Fernandina Beach</td>
<td>City of Palatka</td>
</tr>
<tr>
<td>1180 S. 5th Street</td>
<td>201 North 2nd Street</td>
</tr>
<tr>
<td>Fernandina Beach, Florida 32034</td>
<td>Palatka, Florida 32177</td>
</tr>
<tr>
<td>(904) 277-7380</td>
<td>(386) 329-0144</td>
</tr>
<tr>
<td><a href="mailto:jmandrick@fbfl.org">jmandrick@fbfl.org</a></td>
<td><a href="mailto:palatkawaterplant@att.net">palatkawaterplant@att.net</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>David M. Richardson</th>
<th>Donald D. Jacobovitz</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant General Manager,</td>
<td>Public Works Director</td>
</tr>
<tr>
<td>Water/Wastewater Systems</td>
<td>Putnam County</td>
</tr>
<tr>
<td>City of Gainesville</td>
<td>2509 Crill Avenue</td>
</tr>
<tr>
<td>301 SE 4th Avenue</td>
<td>Palatka, Florida 32177</td>
</tr>
<tr>
<td>Gainesville, Florida 32601</td>
<td>(386) 329-0346</td>
</tr>
<tr>
<td>(904) 393-1612</td>
<td><a href="mailto:don.jacobovitz@palatka-fl.com">don.jacobovitz@palatka-fl.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mike Null</th>
<th>Todd Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Director</td>
<td>Deputy Director, Public Works</td>
</tr>
<tr>
<td>City of Green Cove Springs</td>
<td>City of St. Augustine</td>
</tr>
<tr>
<td>321 Walnut Street</td>
<td>75 King Street</td>
</tr>
<tr>
<td>Green Cove Springs, Florida 32043</td>
<td>St. Augustine, Florida 32084</td>
</tr>
<tr>
<td>(904) 529-2216</td>
<td>(904) 825-1040</td>
</tr>
<tr>
<td><a href="mailto:mnull@greencovesprings.com">mnull@greencovesprings.com</a></td>
<td><a href="mailto:tgrant@ci.st-augustine.fl.us">tgrant@ci.st-augustine.fl.us</a></td>
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</tbody>
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<table>
<thead>
<tr>
<th>Ty Edwards</th>
<th>Michael Wanchick</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Director</td>
<td>County Administrator</td>
</tr>
<tr>
<td>City of Jacksonville Beach</td>
<td>St. Johns County</td>
</tr>
<tr>
<td>1460A Shetter Avenue</td>
<td>500 San Sebastian View</td>
</tr>
<tr>
<td>Jacksonville Beach, Florida 32250</td>
<td>St. Augustine, Florida 32084</td>
</tr>
<tr>
<td>(904) 247-6219</td>
<td>(904) 209-0530</td>
</tr>
<tr>
<td><a href="mailto:tedwards@jaxbcfl.net">tedwards@jaxbcfl.net</a></td>
<td><a href="mailto:mwanchick@sjcfl.us">mwanchick@sjcfl.us</a></td>
</tr>
</tbody>
</table>

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.
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

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

CITY OF GAINESVILLE

________________________
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

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

DATE:

CITY OF JACKSONVILLE BEACH

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

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

CITY OF NEPTUNE BEACH

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

TOWN OF ORANGE PARK

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

CITY OF PALATKA

Woody Boynton
City Manager
City of Palatka
201 North 2nd Street
Palatka, Florida 32177
DATE: PUTNAM COUNTY

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

DATE: CITY OF ST. AUGUSTINE

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

DATE: ST. JOHNS COUNTY

___________________________________________
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.