

RESOLUTION NO. 2009-37

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE TOWN OF HASTINGS PERTAINING TO THE PURCHASE OF PHOSPHORUS TMDL REDUCTION CREDITS FROM THE TOWN OF HASTINGS AND IN COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S BASIN MANAGEMENT ACTION PLAN (BMAP); PROVIDING DIRECTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Department of Environmental Protection (FDEP) has adopted the Basin Management Action Plan as part of a Federal Environmental Protection Agency (EPA) mandate; and,

**WHEREAS**, Florida Department of Environmental Protection (FDEP) has assigned Total Maximum Daily Load (TMDL) allocations to point and non-point source entities within the Lower St Johns River Main Stem (LSJRMS) BMAP; and,

**WHEREAS**, St Johns County has been allocated non point source allocations in the Marine Urban (MS4 Marine), Marine Rural (Non MS4 Marine), and Fresh Water Rural (Non MS4 Fresh) sections of the LSJRMS; and,

**WHEREAS**, St Johns County has determined through the adoption of the BMAP this project known as the **PURCHASE OF PHOSPHORUS TMDL REDUCTION CREDITS** as part of the non point source allocations in the Fresh Water Rural (Non MS4 Fresh) section of the LSJRMS ; and,

**WHEREAS**, St. Johns County (the "COUNTY"), and the Town of Hastings (TOWN) desire to enter into the "Interlocal Agreement – (Hastings Interlocal Agree Phosphorus credit.doc)" dated September 1, 2009, Designated by the COUNTY as Agreement/Contract No. \_\_\_\_\_ (the "Interlocal Agreement"); and

**WHEREAS**, the Interlocal Agreement pertains to a project located in St. Johns County, Florida, known as the purchase of Phosphorus Total Maximum Daily Load (TMDL) reduction credits (the "PROJECT"); and

**WHEREAS**, the Interlocal Agreement is attached and incorporated to this Resolution; and

**WHEREAS**, the COUNTY has reviewed the terms, provisions, and requirements of the Interlocal Agreement, and has determined that accepting the terms of the Interlocal Agreement, will service 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, conditions, provisions, and requirements of the attached Interlocal Agreement between St. Johns County, Florida, and the Town of Hastings, concerning the purchase of Phosphorus TMDL reduction credits, and authorizing the County Administrator, or designee, to execute the Interlocal Agreement, on behalf of the County.

**Section 3.** The Board of County Commissioners authorizes the County Administrator, or designee, to execute any other paperwork associated with, or necessary to accomplish, the overall goal set forth in the Interlocal Agreement.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 17<sup>th</sup> day of February, 2009.

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

**ATTEST:**

Pam Halterman  
Deputy Clerk

**BY:**

Ron Sanchez  
Ron Sanchez, Vice Chair

**RENDITION DATE** 2/18/09



FILED

**INTERLOCAL AGREEMENT  
FOR PURCHASE OF PHOSPHORUS TMDL REDUCTION CREDITS FROM  
THE TOWN OF HASTINGS LOCATED AT 6195 SOUTH MAIN STREET,  
HASTINGS, FLORIDA,**

2009 SEP 02 AM 7:57  
CHERYL STRICKLAND  
CLERK COUNTY COMMISSION  
ST JOHNS COUNTY FL

**THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into between St. Johns County (County), a political subdivision of the State of Florida, by and through its Board of County Commissioners (Board), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and the Town of Hastings, Florida (Town), a municipal corporation of the State of Florida, whose address is 6195 South Main Street, Suite A, Hastings, Florida 32145.**

**RECITALS**

**WHEREAS, the Town has a wastewater treatment plant (WWTP) system that can generate Phosphorus total maximum daily load (TMDL) reduction credits to be available to the County by adding alum to the WWTP; and**

**WHEREAS, there are an estimated 198 kilograms (kg)/year (435.6 lbs/yr) of Phosphorus TMDL reduction credits that the County can purchase annually from the Town; and**

**WHEREAS, the County will use these Phosphorus TMDL reduction credits to meet requirements of the NPDES Phase II MS4 Permit's subsection Basin Management Actions Plan (BMAP) for the Lower St. Johns River Basin Main Stem non-MS4 Freshwater Section; and**

**WHEREAS, the County has agreed to initially pay the Town thirty thousand dollars (\$30,000) annually to cover all of the annual costs associated with the additional alum injections and increased sludge production from the WWTP beginning October 1, 2010. On October 1, 2011, and each year thereafter, this amount (\$30,000) will be adjusted annually for inflationary increases based on the annual June Municipal Cost Index (MCI) published by the Penton Media, Inc., for American City & County (see attached Exhibit A); and**

**WHEREAS, this Agreement establishes that the County's payment will be in the form of a check; and**

**WHEREAS, this Agreement establishes the terms, provisions, conditions, requirements, and obligations of both the County, and Town, in order to accomplish the goals and objectives, set forth above; and**

**WHEREAS, the Board has determined that this Agreement will serve the needs and interests of the County; and**

**WHEREAS, Section 163.02, Florida Statutes (2004) authorizes the County, and the Town to enter into this Agreement.**

**Section 1. Effect of Recitals.** The above Recitals are incorporated into the body of this **Agreement**, and said Recitals are adopted as Findings of Fact.

**Section 2. Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this **Agreement**, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion or the proscribed application thereof shall be severable, and the remaining portions of this **Agreement**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

**Section 3. Controlling Law/Venue.** This **Agreement** shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this **Agreement** shall be in St. Johns County, Florida.

**Section 4. Assignment/Transfer/Sale.** In light of the scope and rationale for this **Agreement**, neither the **County**, nor the **Town**, may assign, transfer, and/or sell any of the rights noted in this **Agreement** without the express written approval of the other party. Should either the **County**, or the **Town**, assign, transfer, or sell any of the rights noted in this **Agreement** without such prior express approval of the other party, then such action on the part of either the **County**, or the **Town**, shall result in the automatic termination of this **Agreement**, without further notice or action required on the part of the other party.

**Section 5. Complete Expression of Agreement; Subsequent Amendment.** Both the **County**, and the **Town**, acknowledges that this **Agreement** constitutes the complete and understanding of both parties. Both the **County**, and the **Town**, acknowledge that any amendments to this **Agreement** shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and the **Town**. It is expressly noted that any subsequent amendment to this **Agreement** shall be filed with both the Clerk of the Circuit Court of St. Johns County, and with the Clerk for the Town of Hastings.

**Section 6. Authority; General Responsibilities.**

- A) All of the privileges and immunities and limitations for liability, exemption from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits that apply to the activity of officers, agents, or employees of either the **County**, or the **Town** when performing the duties of their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially, under the provisions of this **Agreement**.

- B) This **Agreement** does not, and shall not be deemed to relieve either the **County**, or the **Town**, of any of their respective obligations or responsibilities imposed upon them by law, except to the extent of the actual and timely performance of those obligations or responsibilities by either the **County**, or the **Town**, in which case, performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

**Section 7. Term of this Agreement.** Unless sooner terminated as provided herein, this **Agreement** shall commence as of the October 1, 2010, effective date of this Agreement, and shall continue thereafter until, and through, October 1, 2014. This Agreement may be terminated at an earlier date, if the purchase of TMDL Phosphorus credits is not completed, prior to September 30, 2014, and the County, and the Town, have mutually agreed that the project obligations have been met.

**Section 8. Rights and Obligations of the County.**

A) As a courtesy, the County shall be provided copies of all permit applications and supporting documentation submitted to and received from FDEP that relates to the selling of P TMDL reduction credits to the County. Town shall consider any questions/comments/suggestions received in writing from the County but shall not be required to act on any such questions/comments/suggestions. Both Town and County agree that County does not possess any approval authority over Town's WWTP.

B) The **County** shall pay the **Town** thirty thousand dollars (\$30,000) annually to purchase Phosphorus TMDL reduction credits; and beginning October 1, 2011, this amount will be adjusted based on the annual June MCI published by the Penton Media, Inc., for the American City & County (see attached exhibit A). The **County's** payments shall be made from funding sources approved under this **Agreement**.

**Section 9. Rights and Obligations of the Town.**

A) The **Town** will apply for any required permits. The **Town** shall allow the **County Engineering Department**, upon reasonable notice to the **Town**, to monitor all work performed by the **Town**, or its contractors, to ensure conformance with the design specifications, providing such review does not cause the **Town** delays in schedules. The **Town** will cause the purchase of Phosphorus TMDL reduction credits, to be completed in a workmanlike manner in accordance with the record drawings.

- B) The **Town Manager** will administer the Contract for the purchase of the Phosphorus TMDL reduction credits, all in accordance with applicable federal, state, and local laws.
- C) The **Town** shall give advanced written notice to the **County**, on any issue that will cause a delay, or cause the schedule to change, or change the completion date of the purchase of Phosphorus TMDL reduction credits. The annual payment will be paid to the **Town** by October 1 annually.
- D) The **County** shall pay an initial annual sum of \$30,000.00 to the **Town** and this amount will be adjusted annually based on the attached inflationary index (Exhibit A). If the **Town** is not able to provide the full 198 kg/yr (436.5 lbs/yr) Phosphorous TMDL reduction credits to the **County**, then the **County** shall have the right to seek reimbursement of a portion of the annual sum from the **Town** on a pro rata basis.
- E) The **Town** will provide the **County** with a letter verifying that the annual Phosphorus TMDL reduction has been met, and the **County** will provide this letter to the Florida Department of Environmental Protection to report in Section 5.4.3 of each Annual Report for the TMDL Basin Management Action Plan, Lower St. Johns River Main Stem.

**Section 10. Notices.** All notices and other correspondence to the **County** shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

**County Administrator**  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

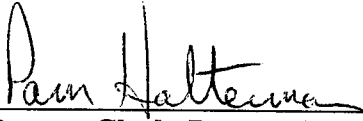
**With a Copy To:**  
**County Engineer**  
Engineering Department  
2740 Industry Center Road  
St. Augustine Beach, Florida 32084

All Notices, and other correspondence to the **Town** shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

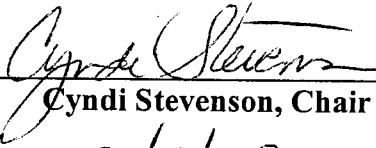
**Town Manager**  
6195 S. Main Street, Suite A  
Hastings, Florida 32145

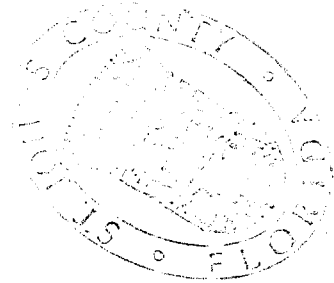
**Section 11. Effective Date.** The effective date of this **Agreement** will be the later of the two following dates—either the 1<sup>st</sup> day of September, 2009, or the date that this **Agreement** is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

**ATTEST: Cheryl Strickland, Clerk**

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

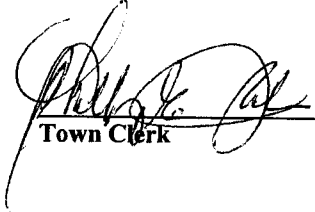
**BOARD OF COUNTY  
COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By:   
\_\_\_\_\_  
**Cyndi Stevenson, Chair**  
Date: 9/1/09

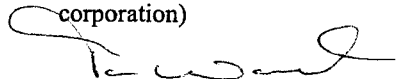


(SEAL)

ATTEST:

  
\_\_\_\_\_  
Town Clerk

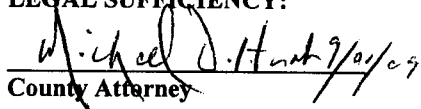
TOWN OF HASTINGS,  
FLORIDA (a municipal  
corporation)

  
\_\_\_\_\_  
Mayor

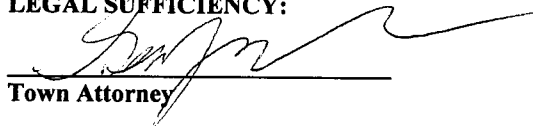
Date: July 13, 2009

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
County Attorney

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Town Attorney



**INTERLOCAL AGREEMENT  
FOR PURCHASE OF PHOSPHORUS TMDL REDUCTION CREDITS FROM  
THE TOWN OF HASTINGS LOCATED AT 6195 SOUTH MAIN STREET,  
HASTINGS, FLORIDA,**

**THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into** between **St. Johns County (County)**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (**Board**), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and the **Town of Hastings, Florida (Town)**, a municipal corporation of the State of Florida, whose address is 6195 South Main Street, Suite A, Hastings, Florida 32145.

**RECITALS**

**WHEREAS**, the **Town** has a wastewater treatment plant (WWTP) system that can generate Phosphorus total maximum daily load (TMDL) reduction credits to be available to the **County** by adding alum to the WWTP; and

**WHEREAS**, there are an estimated 198 kilograms (kg)/year (435.6 lbs/yr) of Phosphorus TMDL reduction credits that the **County** can purchase annually from the **Town**; and

**WHEREAS**, the **County** will use these Phosphorus TMDL reduction credits to meet requirements of the NPDES Phase II MS4 Permit's subsection Basin Management Actions Plan (BMAP) for the Lower St. Johns River Basin Main Stem non-MS4 Freshwater Section; and

**WHEREAS**, the **County** has agreed to pay the **Town** thirty thousand dollars (\$30,000) annually to cover the annual costs associated with the additional alum injections and disposal of the increased sludge production from the WWTP beginning October 1, 2010. On October 1, 2011, and each year thereafter, this amount (\$30,000) will be adjusted annually for inflationary increases based on the annual June Municipal Cost Index (MCI) published by the Penton Media, Inc., for American City & County (see attached Exhibit A); and

**WHEREAS**, this **Agreement** establishes that the **County's** payment will be in the form of a check; and

**WHEREAS**, this **Agreement** establishes the terms, provisions, conditions, requirements, and obligations of both the **County**, and **Town**, in order to accomplish the goals and objectives, set forth above; and

**WHEREAS**, the **Board** has determined that this **Agreement** will serve the needs and interests of the **County**; and

**WHEREAS**, Section 163.02, Florida Statutes (2004) authorizes the **County**, and the **Town** to enter into this **Agreement**.

**Section 1. Effect of Recitals.** The above Recitals are incorporated into the body of this **Agreement**, and said Recitals are adopted as Findings of Fact.

**Section 2. Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this **Agreement**, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion or the proscribed application thereof shall be severable, and the remaining portions of this **Agreement**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

**Section 3. Controlling Law/Venue.** This **Agreement** shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this **Agreement** shall be in St. Johns County, Florida.

**Section 4. Assignment/Transfer/Sale.** In light of the scope and rationale for this **Agreement**, neither the **County**, nor the **Town**, may assign, transfer, and/or sell any of the rights noted in this **Agreement** without the express written approval of the other party. Should either the **County**, or the **Town**, assign, transfer, or sell any of the rights noted in this **Agreement** without such prior express approval of the other party, then such action on the part of either the **County**, or the **Town**, shall result in the automatic termination of this **Agreement**, without further notice or action required on the part of the other party.

**Section 5. Complete Expression of Agreement; Subsequent Amendment.** Both the **County**, and the **Town**, acknowledges that this **Agreement** constitutes the complete and understanding of both parties. Both the **County**, and the **Town**, acknowledge that any amendments to this **Agreement** shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and the **Town**. It is expressly noted that any subsequent amendment to this **Agreement** shall be filed with both the Clerk of the Circuit Court of St. Johns County, and with the Clerk for the Town of Hastings.

**Section 6. Authority; General Responsibilities.**

- A) All of the privileges and immunities and limitations for liability, exemption from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits that apply to the activity of officers, agents, or employees of either the **County**, or the **Town** when performing the duties of their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially, under the provisions of this **Agreement**.
- B) This **Agreement** does not, and shall not be deemed to relieve either the **County**, or the **Town**, of any of their respective

obligations or responsibilities imposed upon them by law, except to the extent of the actual and timely performance of those obligations or responsibilities by either the **County**, or the **Town**, in which case, performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

**Section 7. Term of this Agreement.** Unless sooner terminated as provided herein, this **Agreement** shall commence as of the October 1, 2010, effective date of this Agreement, and shall continue thereafter until, and through, October 1, 2014. This Agreement may be terminated at an earlier date, if the purchase of TMDL Phosphorus credits is not completed, prior to September 30, 2014, and the County, and the Town, have mutually agreed that the project obligations have been met.

**Section 8. Rights and Obligations of the County.**

- A) Commencing on the effective date of the **Agreement**, the **County Engineering Department**, shall have the right to review all design drawings, Permit Applications and bid documents that will be developed by the **Town**, in order to facilitate the selling of P TMDL reduction credits to the County. In the event that that **County** does not respond with comments within ten (10) working days of receipt of such design drawings, permit applications, and bid documents from the **Town**, then the **County** waives any objections.
- B) The **County** shall pay the **Town** thirty thousand dollars (\$30,000) annually to purchase Phosphorus TMDL reduction credits; and beginning October 1, 2011, this amount will be adjusted based on the annual June MCI published by the Penton Media, Inc., for the American City & County (see attached exhibit A). The **County's** payments shall be made from funding sources approved under this **Agreement**.

**Section 9. Rights and Obligations of the Town.**

- A) The **Town** will apply for any required permits. The **Town** shall allow the **County Engineering Department**, upon reasonable notice to the **Town**, to monitor all work performed by the **Town**, or its contractors, to ensure conformance with the design specifications, providing such review does not cause the **Town** delays in schedules. The **Town** will cause the purchase of Phosphorus TMDL reduction credits, to be completed in a workmanlike manner in accordance with the design drawings.
- B) The **Town** will submit to the **County** for re-imbursement of allowable costs, based upon a **County-approved** schedule of values.

- C) The **Town Manager** will administer the Contract for the purchase of the Phosphorus TMDL reduction credits, all in accordance with applicable federal, state, and local laws.
- D) The **Town** shall give advanced written notice to the **County**, on any issue that will cause a delay, or cause the schedule to change, or change the completion date of the purchase of Phosphorus TMDL reduction credits. The payment of thirty thousand (\$30,000) annually will be paid to the **Town** by October 1 annually.
- E) The **Town** shall pay the Contractor, and the **County** will pay an annual sum of thirty (\$30,000) to the **Town**, and this amount (\$30,000) will be adjusted annually based on the attached inflationary index (Exhibit A). Upon **County** request the **Town** will make available any design and or purchasing documents. Each such update shall have an accompanying certificate by the **Town** that details the design, construction work, and construction materials that are being paid by the **County** and certifies that such work has been accomplished, and the materials have been delivered. Additionally, each such update shall include documentation satisfactory to the **County** that establishes that the **County's** portion is for reimbursement of reasonable costs actually incurred by the **Town** for the purchase of Phosphorus TMDL reduction credits. Each update from the **Town** must show total costs incurred to date. The **Town** shall pay cost overruns, if any, unless approved in advance by the **County**. The **County** shall reimburse thirty thousand dollars (\$30,000) of the invoice, and this amount (\$30,000) will be adjusted annually based on the attached inflationary index (Exhibit A). If the 198 kg/year (435.6 lbs/yr) of Phosphorus TMDL reduction credits are not provided by the **Town** to the **County** by October 1, 2014, then the **County** has the right to seek a re-imbursement the portion not provided of the thirty thousand dollars (\$30,000).
- F) The **Town** will provide the **County** with a letter verifying that the annual Phosphorus TMDL reduction has been met, and the **County** will provide this letter to the Florida Department of Environmental Protection to report in Section 5.4.3 of each Annual Report for the TMDL/Basin Management Action Plan, Lower St. Johns River Main Stem.

**Section 10. Notices.** All notices and other correspondence to the **County** shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

**County Administrator**  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

**With a Copy To:**  
**County Engineer**  
Engineering Department  
2740 Industry Center Road  
St. Augustine Beach, Florida 32084

All Notices, and other correspondence to the **Town** shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

**Town Manager**  
6195 S. Main Street, Suite A  
Hastings, Florida 32145

**Section 11. Effective Date.** The effective date of this **Agreement** will be the later of the two following dates—either the \_\_\_\_\_ day of \_\_\_\_\_, 2009, or the date that this **Agreement** is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

**ATTEST: Cheryl Strickland, Clerk**

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

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

By: \_\_\_\_\_  
**Cyndi Stevenson, Chair**

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

(SEAL)

**ATTEST:**

**TOWN OF HASTINGS,  
FLORIDA (a municipal  
corporation)**

\_\_\_\_\_  
**Town Clerk**

\_\_\_\_\_  
**Mayor**

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

**(SEAL)**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
**County Attorney**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
**Town Attorney**

# Exhibit A



PRINT THIS

Sponsored by

## 2008 Municipal Cost Indexes Archive

Feb 19, 2008 7:15 PM



	MCI	CCI	CPI	PPI
January	201.3	209.5	210.2	179.4
February	201.0	209.5	210.0	178.6
March	202.0	209.6	211.1	180.8
April	202.8	210.0	211.7	182.4
May	205.1	210.4	213.5	188.1
June	206.5	211.0	214.8	190.7
July	209.3	212.4	216.6	196.5
August	212.4	215.4	218.8	200.7
September	214.7	216.8	220.0	205.6
October	214.8	221.7	219.1	199.9
November				
December				

Find this article at:

[http://www.americancityandcounty.com/mciarchive/mci\\_archive\\_2008/index.html](http://www.americancityandcounty.com/mciarchive/mci_archive_2008/index.html)

Check the box to include the list of links referenced in the article.

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## Pat DeGrande

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**From:** Andrew Ames  
**Sent:** Monday, August 31, 2009 1:49 PM  
**To:** Pamela Halterman  
**Cc:** Elizabeth Ingraham; Pat DeGrande; Press Tompkins; Michael Hunt  
**Subject:** Couple of items for Engineering

**Attachments:** Current Hastings Interlocal Agree Phosphorus credit8\_24\_09.doc

Pam:

I am sending you through interoffice a package which contains two items. The first is an agreement which the Town of Hastings signed, however the Document (electronic) was submitted to the Town with the "Track Changes" on and signed that way. I have included three copies of the text with this function off. I have spoken with the Town about substituting the text and keeping the signature page and the Town has acknowledged acceptance. Mr. Hunt has also been briefed and understands this situation.

The electronic file is also attached for reference:



Current Hastings  
Interlocal Ag...

~~The second item involves a LAP agreement that already went to the Board. FDOT prior to their signature decided to revise the form and as such resubmitted the Agreement for our signature. I have included the three originals and one of which has flagged the language changes. Michael will want to review this but from our discussion it sounds like this could be handled administratively.~~

Please let me know if there are any questions.

Thanks again,  
Andy

Andrew J. Ames, P.E.  
Assistant County Engineer  
St. Johns County Engineering Division  
2740 Industry Center Road  
St. Augustine, FL 32084  
Direct: 904-209-0111  
Fax: 904-209-0112  
Main: 904-209-0110  
email: [aames@sicfl.us](mailto:aames@sicfl.us)