RESOLUTION NO. 2012-220

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 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 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 each acknowledge that each party has complied fully with the covenants and obligations contained in both the First Agreement and the Second Agreement; and

WHEREAS, the parties find that the provision of wastewater treatment services to certain customers of those services located in the unincorporated areas of the COUNTY but outside the CITY'S service area as described and agreed in the First Agreement and the Second Agreement best serves the public’s health, safety and welfare; and

WHEREAS, the provision of wastewater force main interconnect between the St. Johns County and the City of St. Augustine sewer systems will provide redundancy to the St. Johns County sewer system; and

WHEREAS, St. Johns 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 Agreements, 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 in substantially the form attached.

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 21st day of August, 2012.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: J. Ken Bryan, Chair

ATTEST: CHERYL STRICKLAND, CLERK

By: Pam Halterman
Deputy Clerk

RENDITION DATE 8/03/12
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:

RECATIALS

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;

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 and the Third Agreement; and

WHEREAS, the parties find that the provision of wastewater treatment services to certain customers of those services located in the unincorporated areas of the COUNTY but outside the CITY'S service area as described and agreed in the First
Agreement, the Second Agreement and the Third Agreement best serves the public's health, safety and welfare; and

WHEREAS, Section 26-94 of the Code of the City of St. Augustine, Florida provides for the inclusion of certain mandatory provisions into any interlocal agreement for the receipt of wastewater by the CITY from other local governments;

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

Section 1. That the CITY shall provide up to and including Three Hundred Thousand (300,000) gallons per day of wastewater treatment capacity for the State Road 16 interconnect to the COUNTY for a period of three (3) years commencing on the first business day after the date of execution of this Interlocal Agreement by the latter party to do so. This Interlocal Agreement may be further renewed for two additional ninety (90) day terms if mutually agreed by the parties.

Section 2. That the COUNTY will pay to the CITY for the provision of the agreed wastewater capacity a rate calculated at a commercial wholesale rate of $2.80 per 1,000 gallons, except that the minimum daily rate shall be the rate for 25,000 gallons. The rate hereby established shall be adjusted to equal 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 which is at least as stringent as the CITY'S ordinance. The parties agree that
for the purposes of this Interlocal Agreement, the local limits shall be those displayed in Exhibit "A," attached hereto and incorporated herein.

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

ATTEST:

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

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: ____________________________

Mark P. Miner, Chair

J. Ken Bryan

Date: ____________________________

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

COUNTY ATTORNEY

______________________________

CITY OF ST. AUGUSTINE, FLORIDA, municipal corporation

By: ____________________________

Joe Boles, Jr., Mayor

Date: July 23, 2012

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

______________________________

CITY ATTORNEY

Interlocal Agreement
City of St. Augustine and St. Johns County
Re Provision of Wastewater Treatment Services
Page 4 of 5 (C/T Rev.07/05/12)
City of St. Augustine

Wastewater Discharge

Local Limits

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<th>Parameter</th>
<th>Proposed Local Limit (mg/l)</th>
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<tr>
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<td>223</td>
<td>Interference with activated sludge</td>
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Reference Ordinance Number: 2011-25