

RESOLUTION NO. 2012-332

**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 GAINESVILLE, CITY OF GREEN COVE SPRINGS, CITY OF JACKSONVILLE BEACH, JEA, CITY OF NEPTUNE BEACH, TOWN OF ORANGE PARK, AND ST. JOHNS COUNTY TO ASSESS GROUNDWATER RESOURCE SUSTAINABILITY IN NORTHEAST FLORIDA AND AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE ON BEHALF OF ST. JOHNS COUNTY, ANY DOCUMENTS ASSOCIATED WITH THIS PROJECT.**

**WHEREAS**, the St. Johns River Water Management District (SJRWMD) and the Suwannee River Water Management District (SRWMD) are undertaking and continuing water supply planning processes using growth projections, groundwater and resource impact models, and other technical tools that will affect local governments and utilities throughout the region and specifically developing MFL Prevention and Recovery Plans that local governments and utilities may be a participant; and

**WHEREAS**, the City of Atlantic Beach, Clay County Utility Authority, City of Gainesville, City of Green Cove Springs, City of Jacksonville Beach, JEA, City of Neptune Beach, Town of Orange Park, 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) and Suwannee River Water Management District's (SRWMD) water supply planning processes; 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:

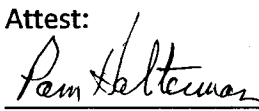
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

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 Gainesville, City of Green Cove Springs, City of Jacksonville Beach, JEA, City of Neptune Beach, Town of Orange Park, 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 20<sup>th</sup> day of November, 2012.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

  
Deputy Clerk

By:

  
Chair Jay Morris

RENDITION DATE 11/28/12

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF ATLANTIC BEACH, CLAY COUNTY UTILITY AUTHORITY, CITY OF  
GAINESVILLE, CITY OF GREEN COVE SPRINGS, CITY OF JACKSONVILLE  
BEACH, JEA, CITY OF NEPTUNE BEACH, TOWN OF ORANGE PARK, AND ST.  
JOHNS COUNTY  
TO ASSESS GROUNDWATER RESOURCE SUSTAINABILITY IN NORTHEAST  
FLORIDA**

**WHEREAS**, the St. Johns River Water Management District (SJRWMD) and the Suwannee River Water Management District (SRWMD) are undertaking and continuing water supply planning processes using growth projections, groundwater and resource impact models, and other technical tools that will affect local governments and utilities throughout the region and specifically developing MFL Prevention and Recovery Plans that local governments and utilities may be a participant; and

**WHEREAS**, the City of Atlantic Beach, Clay County Utility Authority, City of Gainesville, City of Green Cove Springs, City of Jacksonville Beach, JEA, City of Neptune Beach, Town of Orange Park, 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) and Suwannee River Water Management District's (SRWMD) water supply planning processes; 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 Exhibit A 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 Exhibit A 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 \$1,500,000.00 over the next three (3) years (the "Total Costs Amount"). These costs are anticipated to be incurred at approximately \$500,000 per year. Exhibit A contains a draft scope of services for these activities. This scope will be updated and adjusted as needed by the committee. Decisions to add additional services within the Scopes, but subject to and limited by the Total Costs Amount, will require at least a 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:

Percentage Reimbursement Table

Owner	2007 AADF (MGD)	Reimbursement (%)	Total Annual Cost	Total Cost Amount
City of Atlantic	2.55	1.39	\$6,958	\$20,875

Beach				
Clay County Utility Authority	14.63	7.98	\$39,923	\$119,768
City of Gainesville	27.20	14.84	\$74,224	\$222,671
City of Green Cove Springs	1.33	0.73	\$3,629	\$10,888
City of Jacksonville Beach	2.64	1.44	\$7,204	\$21,612
JEA	123.31	67.30	\$336,490	\$1,009,469
City of Neptune Beach	0.98	0.53	\$2,674	\$8,023
Town of Orange Park	1.19	0.65	\$3,247	\$9,742
St. Johns County	9.40	5.13	\$25,651	\$76,952
<b>Total</b>	<b>183.23</b>	<b>100.00</b>	<b>\$500,000</b>	<b>\$1,500,000</b>

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:

Paul Steinbrecher, PE  
JEA  
102 Kernan Blvd. N.  
Jacksonville, Florida 32202  
(904) 665-5653  
[steipk@jea.com](mailto:steipk@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:

Donna Kaluzniak Utility Director City of Atlantic Beach 902 Assisi Lane Atlantic Beach, Florida 32233 (904) 270-2535 <a href="mailto:dkaluzniak@coab.us">dkaluzniak@coab.us</a>	Mark F. Greenwood Plants Division Supervisor City of Neptune Beach 2010 Forest Avenue Neptune Beach, Florida 32266(904) 270-2422 <a href="mailto:mgreenwood@neptune-beach.com">mgreenwood@neptune-beach.com</a>
Ray O. Avery Executive Director Clay County Utility Authority 3176 Old Jennings Road Middleburg, Florida 32068 (904) 272-5999 <a href="mailto:ravery@clayutility.org">ravery@clayutility.org</a>	Chuck Pavlos Public Works Director Town of Orange Park 2042 Park Avenue Orange Park, Florida 32073 (904) 264-7411 <a href="mailto:cpavlos@townop.com">cpavlos@townop.com</a>
Ty Edwards Public Works Director City of Jacksonville Beach 1460A Shetter Avenue Jacksonville Beach, Florida 32250 (904) 247-6219 <a href="mailto:tedwards@jaxbchfl.net">tedwards@jaxbchfl.net</a>	Mike Null Public Works Director City of Green Cove Springs 321 Walnut Street Green Cove Springs, Florida 32043 (904) 529-2216 <a href="mailto:mnull@greencovesprings.com">mnull@greencovesprings.com</a>
David M. Richardson Assistant General Manager, Water/Wastewater Systems City of Gainesville 301 SE 4th Avenue Gainesville, Florida 32601 (904) 393-1612 <a href="mailto:richardsondm@gru.com">richardsondm@gru.com</a>	Bill Young Utility Director St. Johns County 1205 SR 16 St. Augustine, Florida 32084 (904) 209-2700 <a href="mailto:byoung@sjcfl.us">byoung@sjcfl.us</a>

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 Annual Cost and 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 September 30<sup>th</sup>, 2014 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.

Signature Page Follows:

**AGREED TO** on this \_\_\_\_\_ day of \_\_\_\_\_, 2012  
Memorandum of Agreement to assess groundwater resource sustainability in Northeast  
Florida

**DATE:**

**CITY OF ATLANTIC BEACH**

\_\_\_\_\_

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Jim Hanson  
City Manager  
City of Atlantic Beach  
800 Seminole Rd.  
Atlantic Beach, Florida 32233

**DATE:**

**CLAY COUNTY UTILITY AUTHORITY**

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\_\_\_\_\_

Ray O. Avery  
Executive Director  
Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068



**DATE:**

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**CITY OF GAINESVILLE**

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David M. Richardson  
Assistant General Manager,  
Water/Wastewater Systems  
City of Gainesville  
301 SE 4th Avenue  
Gainesville, Florida 32601

**DATE:**

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**CITY OF GREEN COVE SPRINGS**

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Danielle J. Judd  
City Manager  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, Florida 32043

**DATE:**

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**CITY OF JACKSONVILLE BEACH**

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

**DATE:**

**JEA**

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

**DATE:**

**CITY OF NEPTUNE BEACH**

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

**DATE:**

**TOWN OF ORANGE PARK**

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Cindy Hall  
Town Manager  
Town of Orange Park  
2042 Park Avenue  
Orange Park, Florida 32073

**DATE:**

**ST. JOHNS COUNTY**

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Bill Young  
Utility Director  
St. Johns County  
1205 SR 16  
St. Augustine, Florida 32084