

RESOLUTION NO. 2014-294

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 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 Minimum Flows and Levels 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 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 describes 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, and the City of Green Cove Springs had previously entered into that certain 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 (the "2011 MOA"). The 2011 MOA was to terminate on September 30, 2014. Upon execution of this Agreement the 2011 MOA shall terminate as of the Effective Date of this Agreement and the parties shall be bound only by this Agreement and not the 2011 MOA.

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 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 21st day of October, 2014.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Pam Halterman
Deputy Clerk

By:

J. H. Morris
John H. Morris
Chair

RENDITION DATE 10/23/14



**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF ATLANTIC BEACH, CLAY COUNTY UTILITY AUTHORITY, CITY OF
GAINESVILLE, 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 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, and the City of Green Cove Springs had previously entered into that certain 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 (the "2011 MOA"). The 2011 MOA

was to terminate on September 30, 2014. Upon execution of this Agreement the 2011 MOA shall terminate as of the Effective Date of this Agreement and the parties shall be bound only by this Agreement and not the 2011 MOA.

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, 6 and 8 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 6 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 5/8 (0.625) 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 \$2,935,000 over the term of this Agreement (the "Total Costs Amount"). These costs are anticipated to be incurred at approximately \$835,000 for Fiscal Year 2014 and \$700,000 per year for the following full three (3) years of the Agreement (Fiscal Years 2015, 2016 and 2017). 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 5/8 (0.625) 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 10 hereof.

5. **Effective Date.** The Effective Date of this Agreement shall be July 11, 2014.

6. **Reimbursement of Expenses.** OWNERS will reimburse JEA on up to a monthly basis and within 30 days of invoicing by JEA in consideration of this Agreement based on actual costs incurred during the preceding period. Costs to each OWNER will be paid proportionally to

each utility's 2012/2013 total annual average daily flow for the duration of this Agreement, as follows:

Table 1: Revised Total FY 2014 Cost

Owner	2012-2013 AADF (MGD)	Reimbursement (%)	Total FY2014 Cost
City of Atlantic Beach	2.08	1.36	\$ 11,375.53
Clay County Utility Authority	10.91	7.15	\$ 59,708.50
City of Gainesville	22.45	14.72	\$ 122,880.60
City of Jacksonville Beach	2.39	1.57	\$ 13,072.47
JEA	101.87	66.77	\$ 557,518.37
City of Neptune Beach	0.91	0.59	\$ 4,953.85
Town of Orange Park	0.90	0.59	\$ 4,910.22
St. Johns County	11.07	7.26	\$ 60,580.47
Total	152.57	100	\$ 835,000

Note: FY14 total cost includes \$500,000 from 2011 MOA + \$335,000 from this modification

Table 2: Total FY 2015 - FY 2017 Cost

Owner	2012-2013 AADF (MGD)	Reimbursement (%)	Annual Cost	Total FY2015 - FY2017 Cost
City of Atlantic Beach	2.08	1.36	\$ 9,536.37	\$ 28,609.11
Clay County Utility Authority	10.91	7.15	\$ 50,055.03	\$ 150,165.09
City of Gainesville	22.45	14.72	\$ 103,013.67	\$ 309,041.02
City of Jacksonville Beach	2.39	1.57	\$ 10,958.96	\$ 32,876.87
JEA	101.87	66.77	\$ 467,380.67	\$ 1,402,142.01
City of Neptune Beach	0.91	0.59	\$ 4,152.93	\$ 12,458.78
Town of Orange Park	0.90	0.59	\$ 4,116.35	\$ 12,349.05
St. Johns County	11.07	7.26	\$ 50,786.02	\$ 152,358.07
Total	152.57	100	\$ 700,000	\$ 2,100,000

Table 3: Total Cost

Owner	FY2014 Cost	FY2015 - FY2017 Cost	Total Cost
City of Atlantic Beach	\$ 11,375.53	\$ 28,609.11	\$ 39,984.64
Clay County Utility Authority	\$ 59,708.50	\$ 150,165.09	\$ 209,873.58
City of Gainesville	\$ 122,880.60	\$ 309,041.02	\$ 431,921.62
City of Jacksonville Beach	\$ 13,072.47	\$ 32,876.87	\$ 45,949.33
JEA	\$ 557,518.37	\$ 1,402,142.01	\$ 1,959,660.39
City of Neptune Beach	\$ 4,953.85	\$ 12,458.78	\$ 17,412.63
Town of Orange Park	\$ 4,910.22	\$ 12,349.05	\$ 17,259.26
St. Johns County	\$ 60,580.47	\$ 152,358.07	\$ 212,938.54
Total	\$ 835,000	\$ 2,100,000	\$ 2,935,000

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 10, 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.

7. **Notification.** Correspondence to JEA, project administration questions, and payment, as well as any other notice, shall be directed as follows:

Paul Steinbrecher, PE
 JEA
 21 W. Church St. T-8
 Jacksonville, Florida 32202
 (904) 665-5653
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 dkaluzniak@coab.us	Mark F. Greenwood Plants Division Supervisor City of Neptune Beach 2010 Forest Avenue Neptune Beach, Florida 32266(904) 270-2423 mgreenwood@neptune-beach.com
Tom Morris Executive Director Clay County Utility Authority 3176 Old Jennings Road Middleburg, Florida 32068 (904) 272-5999 tmorris@clayutility.org	Chuck Pavlos Public Works Director Town of Orange Park 2042 Park Avenue Orange Park, Florida 32073 (904) 264-7411 cpavlos@townop.com

<p>Ty Edwards Public Works Director City of Jacksonville Beach 1460A Shetter Avenue Jacksonville Beach, Florida 32250 (904) 247-6219 tedwards@jaxbchfl.net</p>	<p>Bill Young Utility Director St. Johns County 1205 SR 16 St. Augustine, Florida 32084 (904) 209-2700 byoung@sjcfl.us</p>
<p>Ronald Herget Assistant General Manager, Water/Wastewater Systems City of Gainesville 301 SE 4th Avenue Gainesville, Florida 32601 (904) 393-1612 hergetrg@gru.com</p>	

8. **Modification.** This Agreement may be modified only upon mutual, written agreement signed by all of the OWNERS.

9. **Additional Parties as OWNERS.** OWNERS may be added to the Agreement in the future. Decisions to add additional OWNERS will require at least a 5/8 (0.625) majority vote of the OWNERS. If an OWNER is added, JEA shall re-allocate the reimbursement percentages set forth in paragraph 6 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.

10. **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 Annual Cost and Total Cost Amount OWNER allocation described above.

11. **Execution.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original document for all purposes.

12. **Termination.** This Agreement shall terminate on September 30, 2017 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 Pages Follow:

AGREED TO on this 11th day of July, 2014
Memorandum of Agreement to assess groundwater resource sustainability in Northeast
Florida

DATE:

7/17/14

CITY OF ATLANTIC BEACH

N. Van Lier

Nelson Van Lier
City Manager
City of Atlantic Beach
800 Seminole Rd.
Atlantic Beach, Florida 32233

DATE:

CLAY COUNTY UTILITY AUTHORITY

6-18-2014

A handwritten signature in black ink, appearing to read "Tom Morris", written over a horizontal dashed line.

Tom Morris
Executive Director
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

DATE:

7/2/2014

CITY OF GAINESVILLE



Ronald Herget
Assistant General Manager,
Water/Wastewater Systems
City of Gainesville
301 SE 4th Avenue
Gainesville, Florida 32601

DATE:

August 6, 2014

CITY OF JACKSONVILLE BEACH

George D. Forbes

George D. Forbes

City Manager

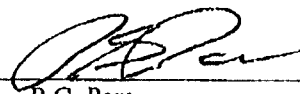
City of Jacksonville Beach

11 North Third Street

Jacksonville Beach, Florida 32250

DATE:

JEA

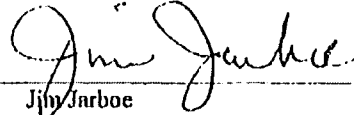
 6/19/2014

P.G. Para
Chief Public Affairs Officer
JEA
21 W. Church Street, T-16
Jacksonville, Florida 32202

DATE:

June 25, 2014

CITY OF NEPTUNE BEACH



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

DATE:

TOWN OF ORANGE PARK

**Jim Hanson
Town Manager
Town of Orange Park
2042 Park Avenue
Orange Park, Florida 32073**

DATE:

ST. JOHNS COUNTY

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