

RESOLUTION NO. 2020- 457

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 AUHTORITY, 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 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 had previously entered into 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 (the "2017 MOA"). The 2017 MOA terminated on September 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

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 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 St. Johns County, any documents associated with such project.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of November, 2020.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Sam Halterman
Deputy Clerk

By:

Kerry Owen
Vice-Chair

RENDITION DATE 11/19/20



**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

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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 had previously entered into 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 (the "2017 MOA"). The 2017 MOA will terminate on September 30, 2020. Upon execution of this

Agreement the 2017 MOA shall terminate as of the Effective Date of this Agreement and the parties shall be bound only by this Agreement and not the 2017 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 a 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 over the term of this Agreement (the "Total Costs Amount") as presented in Table 1. These costs are anticipated to be incurred at approximately \$500,000 per year for each of the three (3) years of the Agreement (Fiscal Years 2021, 2022, and 2023). 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 a majority of the OWNERS. 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 October 1, 2020.

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 2019 total annual average daily flow for the duration of this Agreement, as follows:

Table 1: Percentage Reimbursement and Cost

Owner	2019 Flow AADF (MGD)	Reimbursement (%)	Total Annual Cost	Total Cost Amount
City of Atlantic Beach	2.36	1.36%	\$6,804	\$20,412
Clay County Utility Authority	12.51	7.22%	\$36,090	\$108,270
City of Gainesville	23.90	13.78%	\$68,924	\$206,772
City of Jacksonville Beach	2.36	1.36%	\$6,810	\$20,429
JEA	118.35	68.27%	\$341,343	\$1,024,028
City of Neptune Beach	0.69	0.40%	\$1,981	\$5,944
Town of Orange Park	0.87	0.50%	\$2,506	\$7,519
St. Johns County	12.32	7.11%	\$35,542	\$106,626
Total	173.36	100.00%	\$500,000	\$1,500,000

Note: AADF is annual average daily flow

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, but the defaulting OWNER shall not be liable for any cost or expenses from the date it is no longer a part of the OWNERS group. 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:

Tom Bartol, PE
 JEA
 21 W. Church St. T-8
 Jacksonville, Florida 32202
 (904) 665-6373
 barttj@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:

Steve Swann Public Utilities Director City of Atlantic Beach 902 Assisi Lane Atlantic Beach, Florida 32233 (904) 270-2535 kmoore@coab.us	Leon Smith Director of Public Works City of Neptune Beach 2010 Forest Avenue Neptune Beach, Florida 32266 (904) 270-2422 dpw@nbfl.us
Jeremy Johnson 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
Rick Hutton Supervising Engineer W/WW Division Gainesville Regional Utilities 4747 N Main Street Gainesville, FL 32609 (904) 393-1612 huttonrh@gru.com	Bill Young Utility Director St. Johns County 1205 SR 16 St. Augustine, Florida 32084 (904) 209-2700 byoung@sjcfl.us
Kayle Moore Public Works Director City of Jacksonville Beach 1460A Shetter Avenue Jacksonville Beach, Florida 32250 (904) 247-6219 edwards@jaxbchfl.net	

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 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, 2023 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 _____, _____
Memorandum of Agreement to assess groundwater resource sustainability in Northeast Florida

Signature Pages Follow

DATE:

CITY OF ATLANTIC BEACH

Shane Corbin
City Manager
City of Atlantic Beach
800 Seminole Rd.
Atlantic Beach, Florida 32233

DATE:

CLAY COUNTY UTILITY AUTHORITY

Jeremy Johnson
Executive Director
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

DATE:

CITY OF GAINESVILLE

Anthony Cunningham
Water/Wastewater Officer
Gainesville Regional Utilities
301 SE 4th Avenue
Gainesville, Florida 32601

DATE:

CITY OF JACKSONVILLE BEACH

Mike Staffopoulos
City Manager
City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, Florida 32250

DATE:

JEA

JEA
21 W. Church Street, JEA Tower 16th Floor
Jacksonville, Florida 32202

DATE:

CITY OF NEPTUNE BEACH

Stefen Wynn
City Manager
City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266

DATE:

TOWN OF ORANGE PARK

Sarah Campbell
Town Manager
Town of Orange Park
2042 Park Avenue
Orange Park, Florida 32073

DATE:

ST. JOHNS COUNTY

Hunter S. Conrad
County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

Exhibit A: General Scope of Support Services

Proposed Workplan

The following tasks are expected to be completed by engineering consultants over the next 3 years on behalf of NFUCG. This workplan is a general guide to the activities that are likely to occur over the next several years and does not represent a detailed scope of work. Detailed scopes will be developed as the water supply planning process evolves and new information necessitates engaging the technical services of engineering consultants.

Task 1. Participate in Clay-Putnam County Area MFLs and Prevention/Recovery

SJRWMD has begun re-evaluation of MFLs and developing recovery and prevention strategies for the MFL lakes in the Clay-Putnam County area. The following are the primary tasks requiring technical services related to NFUCG participation in the Clay-Putnam County area MFL working group.

Task 1.1 Review Clay-Putnam County Area MFLs

SJRWMD is re-evaluating MFLs for Lake Geneva and Lake Brooklyn. NFUCG has been actively involved with the proposed MFL for Lake Geneva. Significant technical issues will need to be addressed before the Lake Geneva MFL can be adopted. The re-evaluation of Lake Brooklyn is in the preliminary stages. The same modeling tools and assumptions used for Lake Geneva will likely be applied to Lake Brooklyn and could result in the lake being in recovery. This task includes continuing the technical review of the Lake Geneva and Lake Brooklyn MFLs. The effort includes performing groundwater and surface water modeling, compiling data, meeting with the District, and conducting field assessments.

Task 1.2 Evaluate Water Supply and Water Resources Development Strategies

The purpose of this task is to evaluate proposed strategies to analyze their impact on water resources constraints in the Clay-Putnam County area for NFUCG. The effort includes compiling data for performing groundwater and surface water modeling, proposing recommended strategies and presenting results as necessary to NFUCG and the working group.

Task 2. Review MFLs Proposed by SRWMD

SRWMD has initiated MFL development for major waterbodies and springs in the Suwannee Basin. In addition, the SRWMD will be re-evaluating the Lower Santa Fe River and Ichetucknee River MFLs prior to 2019. As such, these MFLs could have a significant potential impact on the NFUCG. The purpose of this task is to have technical resources review interim and final work products and to participate in public information meetings

Task 3. Provide Technical Resources to the Development of Future Groundwater and MFL Modeling Tools

The following primary tasks require technical services for NFUCG to understand and participate in the development and application of groundwater modeling tools being created by SJRWMD and SRWMD.

Task 3.1 Review Northeast Florida Southeast Georgia (NFSEG) Regional Groundwater Model

The St. Johns River Water Management District (SJRWMD), Suwannee River Water Management District (SRWMD), and Southwest Florida Water Management District (SWFWMD) have developed a regional groundwater flow model, the NFSEG v1.0 Model, which was released in August 2016. The purpose of this task is to continue providing technical services for NFUCG to understand and participate in developing the next version (v1.1) of the NFSEG regional groundwater flow model. This effort includes documenting findings, presenting findings to NFUCG, and meeting with SJRWMD to incorporate comments. It also includes participating in the peer review of the NFSEG model which is underway.

Task 3.2 Participate in the Development of Sub-Regional Groundwater Modeling Tools

The SJRWMD is in the process of developing a local-scale groundwater model of the Keystone Heights area to assist in the assessment of groundwater impacts on lakes. This Keystone Heights Transient Groundwater Flow Model (KHT Model) is currently planned to be used in the assessment of whether or not MFLs in the area are being met. As such, the KHT Model is of significant importance to all stakeholders including the NFUCG.

The purpose of this task is to providing technical services for NFUCG to understand and participate in the development of the KHT Model. The role of NFUCG's consultant will be to participate and provide critical feedback to decisions, document and communicate key decision points, work with District staff to advance the development of the modeling tools, review model results, evaluate boundary conditions, run model scenarios and review parameter sensitivity. The effort does not include building a regional or sub-regional model.

Task 4. Participate in Development of North Florida Regional Water Supply Plan (NFRWSP)

SJRWMD and SRWMD previously initiated the development of the NFRWSP, a joint regional water supply plan that identified sustainable water supply for reasonable water uses in North Florida through 2035 while protecting the water resources and environment of the region. The NFRWSP was approved in 2016 and is anticipate to be updated by the end of 2020. The purpose of this task is to provide technical resources to the NFUCG to evaluate the NFRWSP as it is updated in 2020.

Task 5. Document and Communicate Major Finding to NFUCG

Information must be documented and communicated throughout this process. The consultant will prepare meeting minutes and develop supporting materials to record major findings and decision points related to the previous tasks. These findings will be distributed to NFUCG and presented at status meetings.

Strategic & Legal Support Services to NFUCG

Proposed Workplan

In addition to technical assistances, the NFUCG recognizes the need for strategic and legal expertise. The workplan for these activities are not easily defined at this time, but will generally consist of legal interpretation and representation regarding the following:

1. Water Supply Planning
2. Minimum Flows and Levels
3. Rule-making
4. Legislative Rules and Requirements
5. Permitting and Implementation
6. General Guidance