

RESOLUTION NO. 2023-278

**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 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 a Memorandum of Agreement, in substantially the form and format as attached hereto as Exhibit A and incorporated herein by

reference, 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 "2020 MOA"). The 2020 MOA will terminate on September 30, 2023.

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

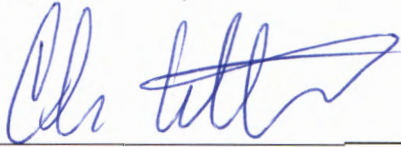
**Section 1.** The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

**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 the Memorandum Agreement on behalf of St. Johns County in substantially the same form and format as attached here to, including any documents associated with such project.

**Section 3.** To the extent that there are scriveners, typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 1<sup>st</sup> day of August, 2023.

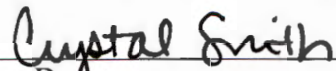
BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: 

Christian Whitehurst, Chair

Rendition Date AUG 03 2023

Attest: Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

By:   
Deputy



**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

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 2024, 2025, and 2026). 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, 2023.

**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 2022 total annual average daily flow for the duration of this Agreement, as follows:

**Table 1: Percentage Reimbursement and Cost**

<b>Owner</b>	<b>2022 Flow AADF (MGD)</b>	<b>Reimbursement (%)</b>	<b>Total Annual Cost</b>	<b>Total Cost Amount</b>
City of Atlantic Beach	<b>2.4</b>	1.32%	\$6,578	\$19,735
Clay County Utility Authority	<b>12.83</b>	7.03%	\$35,166	\$105,498
City of Gainesville	<b>23.2</b>	12.72%	\$63,590	\$190,769
City of Jacksonville Beach	<b>2.48</b>	1.36%	\$6,798	\$20,393
<b>JEA</b>	<b>124.81</b>	<b>68.42%</b>	<b>\$342,095</b>	<b>\$1,026,285</b>
City of Neptune Beach	<b>0.68</b>	0.37%	\$1,864	\$5,591
Town of Orange Park	<b>0.86</b>	0.47%	\$2,357	\$7,072
St. Johns County	<b>15.16</b>	8.31%	\$41,552	\$124,657
<b>Total</b>	<b>182.42</b>	<b>100.00%</b>	<b>\$500,000</b>	<b>\$1,500,000</b>

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 City Engineer City of Atlantic Beach 800 Seminole Road Atlantic Beach, FL 32233 904-247-5874 sswann@coab.us	Director of Public Works City of Neptune Beach 2010 Forest Avenue Neptune Beach, Florida 32266 (904) 270-2423 dpw@nbfl.us
Jeremy Johnston Executive Director Clay County Utility Authority 3176 Old Jennings Road Middleburg, Florida 32068 (904) 272-5999 jjohnston@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	Colin Groff Utility Director St. Johns County 1205 SR 16 St. Augustine, Florida 32084 (904) 209-2700 cgroff@sjcfl.us
Kayle Moore Engineer City of Jacksonville Beach 1460A Shetter Avenue Jacksonville Beach, Florida 32250 (904) 247-6219 kmoore@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, 2026 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 \_\_\_\_\_, \_\_\_\_\_

Signature Pages Follow

**DATE:**

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**CITY OF ATLANTIC BEACH**

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Joe Gerrity  
Interim City Manager  
City of Atlantic Beach  
800 Seminole Rd.  
Atlantic Beach, Florida 32233



**DATE:**

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**CLAY COUNTY UTILITY AUTHORITY**

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

**DATE:**

**CITY OF GAINESVILLE**

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

**DATE:**

**CITY OF JACKSONVILLE BEACH**

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

**DATE:**

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**JEA**

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JEA  
21 W. Church Street, JEA Tower 16<sup>th</sup> Floor  
Jacksonville, Florida 32202

**DATE:**

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**CITY OF NEPTUNE BEACH**

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Richard Pike  
Interim City Manager  
City of Neptune Beach  
116 First Street  
Neptune Beach, Florida 32266

**DATE:**

**TOWN OF ORANGE PARK**

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

**DATE:**

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**ST. JOHNS COUNTY**

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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 Lower Santa Fe and Ichetucknee River MFLs and Prevention/Recovery

SRWMD is in the process of re-evaluating MFLs and developing recovery and prevention strategies for the Lower Santa Fe and Ichetucknee Rivers (LSFIR). The following are the primary tasks requiring technical services related to NFUCG participation in these processes.

### Task 1.1 Review MFLs

Revised MFLs for the LSFIR have been published. Over several years, NFUCG has been actively involved with the proposed LSFIR MFLs. The effort includes performing groundwater and surface water modeling, compiling data, meeting with the District, and conducting field assessments as required.

### Task 1.2 Evaluate Regulatory, Water Supply, and Water Resources Development Strategies

The purpose of this task is to evaluate proposed strategies to analyze their impact on the LSFIR 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. The effort also includes evaluation of proposed regulatory strategies and their effect on the NFUCG.



## **Task 2. Review Other MFLs Proposed by SRWMD**

SRWMD has initiated MFL development for major waterbodies and springs in the Suwannee River Basin. 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 v1.1 Model. The purpose of this task is to continue providing technical services for NFUCG to understand and participate in developing the next version 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 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 anticipated to be updated by the end of 2023. The purpose of this task is to provide technical resources to the NFUCG to evaluate the NFRWSP as it is updated in 2023.

## **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