

Back-Up* for Item #170642

Renewal of Memorandum of Agreement
with Northeast Florida Utility
Coordination Group

*This document is the new MOA.

**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 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 "2014 MOA"). The 2014 MOA terminated on September 30, 2017.

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 2018, 2019, and 2020). 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, 2017.

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 2016 total annual average daily flow for the duration of this Agreement, as follows:

Table 1: Percentage Reimbursement and Cost

| Owner | 2016 AADF (MGD) | Reimbursement (%) | Total Annual Cost | Total Cost Amount |
|-------------------------------|--------------------------------|------------------------------|--------------------------|--------------------------|
| City of Atlantic Beach | 2.36 | 1.44% | \$ 7,184 | \$ 21,552 |
| Clay County Utility Authority | 11.75 | 7.14% | \$ 35,702 | \$ 107,106 |
| City of Gainesville | 21.93 | 13.35% | \$ 66,752 | \$ 200,256 |
| City of Jacksonville Beach | 2.66 | 1.62% | \$ 8,094 | \$ 24,282 |
| JEA | 111.31 | 67.75% | \$ 338,745 | \$ 1,016,235 |
| City of Neptune Beach | 0.91 | 0.56% | \$ 2,781 | \$ 8,343 |
| Town of Orange Park | 0.92 | 0.56% | \$ 2,808 | \$ 8,424 |
| St. Johns County | 12.48 | 7.59% | \$ 37,935 | \$ 113,805 |
| Total | 164.32 | 100.00 | \$ 500,000 | \$ 1,500,000 |

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, 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:

| | |
|---|--|
| Kayle Moore 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 |
| 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 |
| 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 |
| Ty Edwards 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, 2020 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

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

DATE:

CLAY COUNTY UTILITY AUTHORITY

Tom Morris
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

Approved as to form and legality

BY: _____
Keino Young, Utilities Attorney

DATE:

CITY OF JACKSONVILLE BEACH

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

DATE:

JEA

Michael Hightower
Chief Public Affairs Officer
JEA
21 W. Church Street, JEA Tower 16th Floor
Jacksonville, Florida 32202

DATE:

CITY OF NEPTUNE BEACH

Andrew Hyatt
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

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