

cc Hill Johnson

MEMORANDUM OF AGREEMENT FOR THE ST. JOHNS RIVER ACCORD, BY AND AMONG THE CITY OF JACKSONVILLE, THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, JEA, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND THE WATER SEWER EXPANSION AUTHORITY

This Agreement is made this 27th day of July, 2006, by and among the **CITY OF JACKSONVILLE**, a body corporate and politic, and a consolidated government within the State of Florida, 117 W. Duval Street, Jacksonville, FL 32202, **JEA**, a body politic and corporate, whose address is 21 West Church Street, Jacksonville, Florida 32202 ("JEA"), the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, a political subdivision of the State of Florida, whose address is 7825 Baymeadows Way, Suite B200, Jacksonville, Florida 32256-7590 ("FDEP") and **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose business address is Post Office Box 1429, Palatka, Florida 32178-1429 ("SJRWMD"), and the **WATER SEWER EXPANSION AUTHORITY**, ("WSEA") 21 West Church Street, Jacksonville, Florida 32202.

Whereas, the City, JEA, the SJRWMD, FDEP, and the WSEA (collectively, the "Parties") have been working together cooperatively to address ongoing St. Johns River water quality concerns; and

Whereas, the City and JEA have contributed over \$395 million toward improving the health of the St. Johns River and its tributaries over the past 9 years, and;

Whereas, SJRWMD has endeavored to assist financially in this mission with the contribution of funds to increase and enhance the use of wastewater, as a cost-effective method of decreasing unwanted pollutants in the St. Johns River, and diminishing the demand on the aquifer for non-potable uses of water; and

Whereas, WSEA, as an agency of the consolidated City of Jacksonville, has similarly endeavored to remove or repair failing septic tanks and connect those homeowners to JEA and city systems; and

Whereas, the City participates in stormwater management through its construction and permitting of roadways, the construction of properly planned stormwater retention areas, and through its permitting of buildings and residences and related appurtenances; and

Whereas, the Parties are in agreement that further reductions in pollutants in the St. Johns River is necessary and the parties are committed to working together to accomplish this through such methods as improving stormwater management, upgrading wastewater treatment plants, enhancing reuse of reclaimed water, removing failing septic tanks, and implementing other water quality improvement measures.

WITNESSETH

1. JEA, SJRWMD staff, the City, FDEP, and WSEA, each of whom have independent funding sources and missions, each commit to strive for the funding in the attached Exhibit A and to address such funding in successive budgets.

2. The Managing Director of JEA, the Northeast District Director of FDEP, the Operating Officer for the City, the Executive Director of SJRWMD and the Executive Director for WSEA each agree to meet biannually, on the first Tuesday of December and the first Tuesday of May, to review progress made to date and to discuss any modifications necessary to improve the water quality of the St. Johns River. Thereafter, the parties will submit a joint report to the City Council and to their respective Boards regarding progress made to date two times a year.

3. Each assigns a senior staff member to manage the progress made on reducing pollutants from storm water and other effluents into the St. Johns River and to otherwise help fulfill the goals of the parties herein. The City intends to introduce legislation confirming its intent and obligations, and identifying the funds committed to the implementation of these goals.

4. The Mayor, by Executive Order, will create a Technical Working Group, which will make recommendations to the Mayor on the means and methods of reducing the amount of pollutants entering the St. Johns Waterway. This Technical Working Group will be comprised of individuals with the scientific and environmental skills necessary to provide this technical guidance.

5. SJRWMD staff intend to bring to their Board a resolution of support for the St. Johns River Accord and to recommend to the Board funding for implementation of the Accord in its FY 2006/2007 budget and to seek funding in subsequent years.

6. FDEP and WSEA each commit to identifying the funding for the actions here, and coordinating with the group to maximize efficiencies and to minimize overlapping bureaucracies.

7. JEA intends to bring a resolution to its Board, approving identifying funding relating to wastewater management, and further identifying the programs available for public use to improve the health of the St. Johns River, such as available re-use; sewer system availability, and similar programs.

8. For the next ten years, the Parties will work toward providing funding and implementing the efforts identified herein

IN WITNESS WHEREOF, JEA has executed this instrument, this 27 day of

July 2006.

WITNESSES:

JEA

Print Name: _____

By: Jim Dickenson

Print Name: Jim Dickenson

Title: Managing Director

Mailing Address:

21 West Church Street

Jacksonville, Florida 32202

IN WITNESS WHEREOF, SJRWMD has executed this instrument, this 27th day of July, 2006.

WITNESSES:

Print Name: _____

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

By: Kirby B. Green

Print Name: Kirby Green

Title: Executive Director

Mailing Address:

Post Office Box 1429

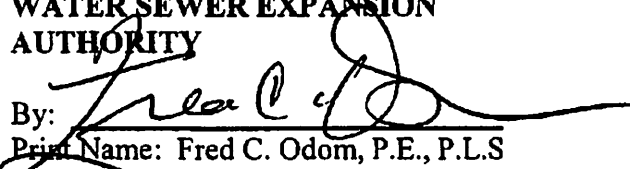
Palatka, Florida 32178-1429

IN WITNESS WHEREOF, the Water Sewer Expansion Authority has executed this instrument, this _____ day of _____, 2006.

WITNESSES:

Print Name: _____

WATER SEWER EXPANSION
AUTHORITY

By: 
Print Name: Fred C. Odom, P.E., P.L.S
Title: Executive Director
Mailing Address:
21 West Church Street
Jacksonville, Florida 32202

IN WITNESS WHEREOF, City of Jacksonville has executed this instrument, this _____ day of _____, 2006.

ATTEST:

By _____

Neill W. McArthur, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: 

Print Name: John Peyton

Title: Mayor

Mailing Address:

117 West Duval Street, Suite 400
Jacksonville, Florida 32202

Date: _____

IN WITNESS WHEREOF, the Florida Department of Environmental Protection
has executed this instrument, this 27TH day of JULY, 2006.

Witnesses:

Print Name: _____

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:  _____

Print Name: Greg Strong

Title: Northeast District Director

Mailing Address:

7825 Baymeadows Way, Suite B200

Jacksonville, Florida 32256-7590

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT,
THE CITY OF JACKSONVILLE, AND JEA
FOR IMPLEMENTING LOWER ST. JOHNS RIVER BASIN ACCORD PROJECTS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), the CITY OF JACKSONVILLE (the “City”), and JEA, (collectively the “Parties”).

WITNESSETH THAT:

WHEREAS, the Parties to this MOU desire to work cooperatively to discuss the implementation of various projects pursuant to goals established in the 2006 Lower St. Johns River Basin (LSJRB) Accord.

WHEREAS, the ultimate goals of implementing these projects are to significantly reduce nutrient and other pollution levels in the LSJRB, reduce wastewater effluent discharged to the St. Johns River and its tributaries and maximize the use of reclaimed water to offset future potable water demands.

WHEREAS, JEA is considering investing in numerous wastewater treatment plant upgrades to meet anticipated TMDL regulatory requirements and is interested in further reducing discharges and increasing reuse.

WHEREAS, the City is considering numerous stormwater treatment and septic tank remediation projects to partially address anticipated Total Maximum Daily Load (TMDL) regulatory requirements and is interested in further reducing nutrient and other pollution in the river.

WHEREAS, the District has statutory responsibilities to facilitate restoration of surface water quality in the LSJRB and to help ensure adequate potable water supplies in northeast Florida.

WHEREAS, the District, the City, and JEA agree that JEA shall be the lead agency for the design, permitting, and construction of any reclaimed water projects that may be agreed to by the Parties.

WHEREAS, the District, the City and JEA have determined their mutual needs will be best served by entering into this MOU to properly establish a collaborative relationship.

NOW THEREFORE, in consideration of the foregoing premises, which are made part of this MOU, the District, the City, and JEA hereby agree as follows:

The District and JEA will consider jointly investing up to \$250 million over a ten-year period at a 50/50 cost share to fund reclaimed water projects that will result in up to seventy percent of planned capacity reuse of reclaimed water (refer to Exhibit A attached).

In the event additional reclaimed water projects are not feasible, the District and JEA will consider jointly investing in projects that will achieve reduce nitrogen concentrations below AWT levels at JEA’s Buckman Wastewater Treatment Facility.

JEA will negotiate with the City to reach an accord with respect to the City investing up to \$150 million in stormwater treatment and septic tank remediation projects.

Water quality trading credits that may be generated from the implementation of District/JEA jointly funded projects will be allocated to the parties in direct proportion to the capital costs underwritten by each party. Each party shall be entitled to retain or dispose of any water quality trading credits that may accrue, as each deems appropriate.

JEA will attempt to establish an appropriate, mutually agreed upon economic arrangement with the City that recognizes the potential arms-length market value to JEA of the City's septic tank remediation projects and the potential arms-length market value to the City of JEA's future water quality trading credits.

All Parties will establish the necessary procedures to facilitate timely and accountable implementation of this MOU.

This MOU is entered into by the Parties under the following authority:

A. The District enters into this MOU under the authority of section 373.083, Fla. Stat., which authorizes the Governing Board to enter into agreements with other public agencies to accomplish the directives and goals of chapter 373.

B. The City enters into this MOU under the authority of the Charter of the City of Jacksonville.

C. JEA enters into this MOU under the authority of section 21.04 of the Charter of City of Jacksonville.

This MOU shall commence on the date of full execution as evidenced by the date the last Party signs the MOU, and shall remain in full effect for ten (10) years unless terminated by either of the Parties. This MOU may be amended by mutual consent of all parties.

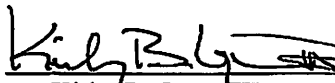
This MOU may be terminated for convenience by any Party with thirty days notice.

This MOU sets forth the framework for negotiations of the parties regarding potential investments and no party hereto shall have any obligation with respect thereto, unless negotiations result in mutually acceptable definitive agreements regarding such potential investment and such definitive agreements are authorized and approved by the legislative bodies of the District, JEA and/or the City, as the case may be.

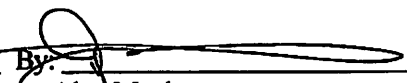
**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

JEA

CITY OF JACKSONVILLE

By: 
Kirby B. Green III
Executive Director

By: 
James A. Dickenson
Managing Director, CEO

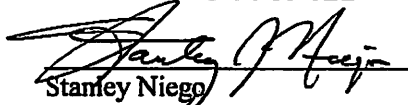
By: 
Alan Mosley
Chief Administrative Officer

Date: 7/11/07

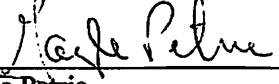
Date: 7/18/07

Date: 7/20/07

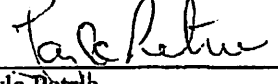
APPROVED BY THE OFFICE
OF GENERAL COUNSEL


Stanley Niego
Sr. Assistant General Counsel

APPROVED BY THE OFFICE
OF GENERAL COUNSEL


Gayle Petrie
Assistant General Counsel¹

APPROVED BY THE OFFICE
OF GENERAL COUNSEL


Gayle Petrie
Assistant General Counsel¹

Note: ¹The City of Jacksonville's Office of the General Counsel represents both JEA and the City.

Exhibit A
Estimated JEA Reuse Project Costs

North Grid

Transmission, Storage and Pump	\$33,960,000
Reclaimed Treatment	\$12,340,000
North Grid Subtotal	\$46,300,000

South Grid

Transmission, Storage and Pump	\$144,660,000
Reclaimed Treatment	\$59,040,000
South Grid Subtotal	\$203,700,000

<u>Grand Total</u>	\$250,000,000
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