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RESOLUTION NO. R2000-58

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A MODIFIED JOINT COOPERATION AGREEMENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO ESTABLISH A COOPERATIVE FRAMEWORK FOR IMPROVING WATER QUALITY IN THE BASIN B AREA OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the South Florida Water Management District and the Village of Wellington acknowledge the need to implement a water quality improvement plan for the Basin B area of Wellington and desire to enter into this agreement; and

WHEREAS the parties acknowledge that the three components of the plan are implementation of a Best Management Practices Program, operational changes in the local water management system, and development of an alternate water preserve area in the Basin B area; and

WHEREAS the parties believe that it is in their mutual interests to enter into an agreement to reflect their commitment to the purpose of improving water quality in the Basin B area of Wellington; and

WHEREAS, the Village approved the Joint Cooperation Agreement on May 9, 2000, and the South Florida Water Management District approved the Joint Cooperation Agreement on May 10, 2000, with certain modifications; and

WHEREAS, a copy of the executed modified Joint Cooperation Agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Village Council hereby accepts and approves the modified Joint Cooperation Agreement with the South Florida Water Management District and hereby authorizes the Mayor and Village Clerk to execute the agreement.

1 **SECTION 3.** This Resolution shall become effective immediately upon adoption.
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4 **PASSED AND ADOPTED** this 23rd day of May, 2000.
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6 **ATTEST:**

VILLAGE OF WELLINGTON, FLORIDA

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9 BY: Awilda Rodriguez
10 Awilda Rodriguez, Village Clerk

BY: Thomas M. Wenham
Thomas M. Wenham, Mayor

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13 **APPROVED AS TO FORM AND**
14 **LEGAL SUFFICIENCY**

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16 BY: Christine P. Tatum
17 Village Attorney
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**JOINT COOPERATION AGREEMENT
BETWEEN THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
VILLAGE OF WELLINGTON**

THIS AGREEMENT, made and entered into this 23rd day of May 2000, by and between and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, 3301 Gun Club Road, West Palm Beach, Florida, 33406, a public corporation of the State of Florida, (**DISTRICT**) and the **VILLAGE OF WELLINGTON**, a municipal corporation of the State of Florida (**WELLINGTON**), 14000 Greenbriar Boulevard, **WELLINGTON**, Florida, 33414, (hereinafter referred to collectively as "the Parties").

WITNESSETH:

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS WELLINGTON is a municipal corporation chartered by the state of Florida and empowered to undertake the actions contemplated by this agreement; and

WHEREAS, the parties acknowledge the need to implement a water quality improvement plan for the Basin B area of **WELLINGTON** and desire to enter into this agreement; and

WHEREAS the parties acknowledge that the three necessary components of the plan are implementation of a Best Management Practices Program, operational changes in the local water management system, and development of an alternate water preserve area in the Basin B area;

WHEREAS the parties believe that it is in their mutual interest to enter into an agreement to reflect their commitment to the purpose of improving water quality in the Basin B area of **WELLINGTON** through the implementation of these three plan components; and

WHEREAS Section 163.01, Florida Statutes, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units on a basis of mutual advantage;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are true and correct and hereby incorporated by reference.
2. In order to commence the implementation of an effective water quality improvement plan for the Basin B, WELLINGTON shall:
 - A. Develop a Best Management Practices Program (BMP) which will be implemented October 1, 2000. The program shall include, but not be limited to, the following:

Upon consensus with the **DISTRICT** regarding selected outfalls and strategic canals:

- Create Sumps in front of Selected Outfalls
- Vegetation and Sediment removal in Strategic Canals
- Weed Harvesting Prior to Outfall
- Licensing or Franchising of Horse Waste Haulers
- Develop Ordinances and Enforcement Mechanisms

The BMP Program shall be fully operational no later than October 1, 2001. A written status report on progress made shall be provided to the **DISTRICT** by February 1, 2001.

- B. Participate with the Water Preserve Area (WPA) Study team to develop a long-term solution to improving water quality of discharges into the Arthur R. Marshall Loxahatchee National Wildlife Refuge; which is consistent with the Final C&SF Project Comprehensive Review Study, April 1999, and the Water Preserve Areas Feasibility Study.
- C. Perform additional sampling beyond that agreed to in SFWMD's Agreement C-E10699. The additional sampling will focus on soils and equestrian residuals. The purpose of the sampling is to further identify phosphorus sources, which can be targeted by BMPs. The sampling program shall be coordinated with a SFWMD staff member with expertise in standard quality assurance practices for data collection and analysis.
- D. Submit an application to modify the Peacock Pond Permit and Consent Agreement to either eliminate or substantially reduce the size of Peacock Pond. This proposed modification must provide reasonable assurances that demonstrate that the water quality treatment, water quantity and environmental benefits associated with the Peacock Pond Permit are maintained through the modified facility or by other equivalent measures. The application shall include detailed information and schedules for the implementation of the modified facility including the design, construction, and long term operation and shall satisfy all other applicable SFWMD regulatory criteria. Until such time as an application to modify the Peacock Pond is approved by the District in the future, the conditions of permit No. 50-00548-R/S shall remain in full force and effect, provided however that the District agrees to a stay of any enforcement action concerning Peacock Pond until December 31, 2001, so long as the other provisions of this agreement are being carried out by the parties.

- E. Continue to pursue funding for an advanced stormwater treatment facility (a periphyton stormwater treatment area pilot project) to be located in **WELLINGTON** Basin "B".
 - F. Analyze the Basin "B" water management plan using current land use development practices for comparison with the original water management plan, and submit a report to the **DISTRICT** with findings and recommendations by May 31, 2001.
3. In order to facilitate improvement to the water quality in Basin B of **WELLINGTON**, the **DISTRICT** shall:
- A. If requested by **WELLINGTON**, act as local sponsor for the Acme Basin "B" Other Project Element (OPE). SFWMD agrees to coordinate with the U.S. Army Corps of Engineers ("the Corps") to accelerate the schedule to attempt to bring the OPE on line by 2006; provided that such acceleration is consistent with the objectives of the Final C&SF Project Comprehensive Review Study, April 1999, and meets all other applicable legal requirements including, but not limited to Sec. 373.1501, F.S., subject to District funding limitations.
 - B. Pursue alternative funding sources to expedite the Acme Basin "B" Other Project Element (OPE), with the understanding that a cost-sharing allocation between the **DISTRICT**, the Corps and **WELLINGTON** will be developed in a future agreement. This cost-sharing agreement will be in accordance with funding ratios developed for other inter-local funding agreements for Comprehensive Everglades Restoration Program projects that are similar in nature to the Basin B project. Typical components of these cost-sharing agreements include land costs, engineering design, construction costs and permit acquisition.
 - C. Immediately begin the appraisal process for Section 34 and explore funding sources for the purchase of Section 34.
 - D. Accelerate the Regulatory Action Strategy as outlined in the Non-ECP Permit, to identify phosphorus sources within Basin "B" and to reduce this phosphorus at the source. SFWMD may develop a special basin rule to identify supplemental environmental resource permit criteria for enhanced water quality treatment in the Basin B area.
 - E. Without waiving any rights, on issues other than Peacock Pond, foregoing enforcement action against **WELLINGTON** until December 31, 2001, pursuant to the Peacock Pond Consent Agreement so long as **WELLINGTON** timely fulfills all obligations set forth herein to the reasonable satisfaction of the **DISTRICT**. If the Peacock Pond Permit is modified and Wellington complies with the new permit then no enforcement action concerning Peacock Pond will be necessary.

4. Nothing in this agreement requires the **DISTRICT** and **WELLINGTON** to take any specific action pursuant to it unless the action has been specifically approved by each body at a public meeting, it being the intent of the parties that this agreement only set forth the general framework for the **DISTRICT** and **WELLINGTON** to cooperate in meeting their mutual goal of improving the water quality of the Basin B area of **WELLINGTON**.

5. Nothing herein shall or is intended to affect or waive any of the legal requirements of Chapter 373, F. S., or the authority of the **DISTRICT**.

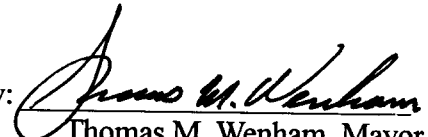
6. This agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this agreement. The parties **recognize** that any representations, statements or negotiations made by their respective staffs do not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by an authorized representative. This agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this agreement on the date first written above.

**SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

By: 
Chairman of the Board


VILLAGE OF WELLINGTON

By: 
Thomas M. Wenham, Mayor

ATTEST:

ATTEST:

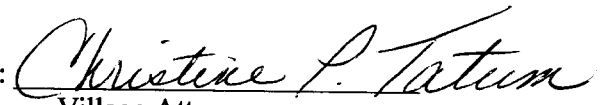
By: _____
DISTRICT Clerk

By: 
Awilda Rodriguez, Village Clerk

Legal Form Approved:

Legal Form Approved:

By: 
Office of Counsel

By: 
Village Attorney

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5/17/00