

ST. JOHNS COUNTY UTILITY DEPARTMENT
3A – CLOSEOUT - INTERIM SERVICE AGREEMENT



As provided in the St Johns County Utility Standards Manual (Manual), ownership and maintenance of utility system proposed to be dedicated to the County is not transferred to the County until the infrastructure package (Bill of Sale, Schedule of Values, Release of Lien, Warranty, As-builts, and any easements or other specialized document) or the development is accepted and approved by the St Johns County Board of County Commissioners (BOCC).

_____, the Owner/Developer for the
Developer/Owner Name

_____ development is requesting interim service utilizing
Development Name

the utility system installed in accordance with the approved plans for

Plan Name w/ Phase _____ Development Services Application Number
(i.e. SUBCON 20XX-YY)

By execution of this agreement the Owner/Developer acknowledges the following responsibilities related to interim service:

1. All required FDEP Construction Permit Clearances have been received for the corresponding project phase.
2. By execution of this document, the Developer/Owner grants blanket ingress/egress and maintenance rights to all infrastructure proposed for public dedication utilizing the identified right of ways or easements as identified in the approved plan set.
3. Developer/Owner is responsible to complete any necessary repairs on the system to maintain safe and reliable service in accordance with the Standards Manual and State regulations.
4. Developer/Owner agrees to pay for utility costs to operate associated Pump Stations located in this development, which have not yet been accepted. Costs include, but are not limited to electric and water consumption costs, and replacement of damaged and/or wearable parts.
5. Developer/Owner agrees to facilitate additional inspections with County staff as required, and complete any remaining punch list items that may result from inspections on the system prior to infrastructure acceptance by the BOCC.
6. The Developer/Owner designates the following as the emergency contact for this system for the term of this agreement:
 - a. Name: _____
 - b. Title: _____
 - c. Company: _____
 - d. Phone Number: _____
 - e. Email Address: _____
 - f. Physical Address: _____
7. Developer/Owner acknowledges that the County's provision of interim service is dependent on its compliance with the above responsibilities and with the Manual and applicable state regulations, and that non-compliance may result in discontinuation of interim service, in part or in entirety, to this system.
8. Developer/Owner acknowledges that interim services may be discontinued, if determined by the Utility Director to be in the best interest of the Utility.

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9. Developer/Owner acknowledges that the dedication, acceptance and approval of any utility system is at the sole discretion of the BCC, which may decline to accept any proposed conveyance for any reason.

By approving this agreement the St Johns County Utility Department agrees to provide the following services to facilitate interim service:

1. Install and maintain meters for service following the payment of appropriate fees and charges.
2. Operate the distribution and collection system provided by the approved plan set.
3. Provide timely services for final inspections and project close out.

This Agreement shall be effective upon execution by the County and shall expire upon the earlier of (a) dedication to and acceptance by the BOCC of the infrastructure identified in the approved plan set; and (b) 30 months from the effective date, unless otherwise extended by the Utility Director for good cause on a case by case basis. In the event the utility system has not been accepted and approved by the BOCC within 24 months of the effective date of this Agreement, the Developer shall coordinate with Utility staff to transition operation to a private system to be owned and fully operated by the Developer/Owner or its designee, which such transition shall be complete no later than 30 months from the effective date of this Agreement. Interim service shall be discontinued upon expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth below.

WITNESS:

Name: _____

Name: _____

OWNER:

DEVELOPER/OWNER NAME
(Include LLC or CORP Description)

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, on behalf of said company.

DEVELOPER/OWNER NAME (Include LLC or CORP Description)

He/she (*check one*) ☐ is personally known to me, or ☐ has produced a valid driver's license as identification.

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

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WITNESS:

ST. JOHNS COUNTY, FLORIDA

Name: _____

By: _____

Name: Neal Shinkre

Title: Utility Director

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of **St. Johns County**, a political subdivision of the State of Florida, on behalf of said political subdivision. He/she (*check one*) ☐ is personally known to me, or ☐ has produced a valid driver's license as identification

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

IN WITNESS WHEREOF, the St Johns County Utility Director has reviewed the request for interim service and hereby executed this Interim Service Agreement on the date(s) set forth below.

By: _____

Name: Neal Shinkre

Title: Utility Director

Date: _____