

TEU 2019-101

**FUNDING AGREEMENT
FOR
S-LINE BIODIVERSITY CORRIDOR ALONG HOGANS CREEK**

THIS FUNDING AGREEMENT ("Agreement") is made as of the ___ day of _____ 2019, between the **City of Jacksonville**, a consolidated municipal and county government under the laws of Florida ("City") c/o its Environmental Protection Board ("EPB"), 214 N. Hogan Street, Suite 500, Jacksonville, Florida, 32202, and **Groundwork Jacksonville, Inc.**, a Florida non-profit corporation, whose address is FSCJ, 101 W. State Street - Bldg. A - Room 1003, Jacksonville, FL 32202 ("GWJ").

RECITALS

WHEREAS, EPB supports the mission of GWJ and their efforts to improve the quality of life in Jacksonville through conservation and protection of the natural and urban environment via education, awareness and facilitation and compliance; and

WHEREAS, EPB and GWJ both support the vision of the Emerald Necklace as a centerpiece of Jacksonville which - through the S-Line, Hogans Creek and McCoys Creek - connects urban core neighborhoods; and

WHEREAS, EPB and GWJ both support principles of the use of green infrastructure as a tool for stormwater management and water quality enhancement; and

WHEREAS, EPB supports GWJ's desire to construct a demonstration project along the S-Line urban trail to include a Bio-Diversity Corridor which will feature watershed conservation, low-impact development and green infrastructure practices and promote nature habitats; and

WHEREAS, GWJ has made the funding request detailed in the letter attached and incorporated herein as Exhibit A, seeking \$50,000 in funding to assist in the development of the S-Line Bio-Diversity Corridor proposed between Davis Street and Boulevard located in the Springfield area of Jacksonville, as further described in Exhibit A ("PROJECT"); and

WHEREAS, pursuant to Section 360.604(c), Jacksonville Ordinance Code, EPB has approved and the EPB Chairperson has authorized disbursements from the Environmental Protection Fund as set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing, the mutual obligations set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, EBP and GWJ (collectively "Parties") hereby agree as follows:

1. **RECITALS.** The Recitals set forth above are true and correct, and are incorporated in and made a part of this Agreement.

2. **OBLIGATIONS OF EACH PARTY.**

a. **EPB's Obligations:**

i. EPB agrees to provide support for the PROJECT by seeking funding for the PROJECT. Specifically, EPB agrees to request the Mayor's Budget Review Committee ("MBRC") and, if approved by MBRC, the City Council to appropriate \$50,000.00 from the Environmental Protection Fund ("Fund") to fund the PROJECT, subject to the terms set forth herein.

ii. To the extent that it is lawfully appropriated by City Council, EPB will disburse the funding set forth in section 2.a.i. above ("Funding") pursuant to the following payment schedule as also outlined in Exhibit B:

1. Upon final approval of the appropriation, \$10,500.00 shall be disbursed by EPB from the FUND to GWJ.

2. The balance of the funding shall be disbursed no earlier than April 1, 2019 upon review and acceptance of the project construction plan and timeline;

iii. EPB further agrees to use its best efforts to promote the PROJECT and share information about the PROJECT with the public.

b. GWJ Obligations

- i. GWJ agrees to accept EPB funding in the amount of \$50,000.00 according to the payment schedule set forth above.
 - ii. GWJ agrees to expend the funds only for the PROJECT in accordance with the budget attached as Exhibit B, and that any portion of the Funding that is disbursed but not so used will be returned to EPB.
 - iii. GWJ agrees to provide the services and take other actions as necessary to accomplish the PROJECT in a timely manner.
 - iv. GWJ shall submit annual reports to the EPB, on or before September 15th of each year for 3 years providing an overview of construction progress made, an accounting of Funding disbursements and corresponding expenditures, and other general information about and metrics for the PROJECT as reasonably requested by EPB.
3. **Term and Renewal.** This Agreement shall continue in effect through September 30, 2021, and may be extended only with the agreement of both parties. EPB's performance and obligations to pay, if any, under the provisions of this Agreement are subject to appropriation by the City Council of the City of Jacksonville. Nothing in this Agreement shall be construed as providing GWJ or any third party with a cause of action against EPB or the City of Jacksonville for failure to obtain or make an appropriation for the PROJECT.
4. **Performance.** GWJ shall ensure that the PROJECT is conducted in a professional manner, using reasonable efforts and abilities, on a non-emergency basis.
5. **Safety.** EPB and GWJ agree that the safety of all employees, contractors, and the public shall always be considered as having priority. Either EPB or GWJ personnel may stop the PROJECT immediately due to any safety concerns.
6. **Force Majeure.** The Parties shall not be liable for any failure or delay in the performance of their obligations under this MOU due to a force majeure event, including but not limited to, acts of civil or military authority, acts of courts and/or regulatory agencies, war, riot or insurrection, embargoes, sabotages, strikes or lockouts (provided such strike or lockout does not arise from inequitable labor practices), epidemics, fires, floods, earthquakes, tornadoes, and hurricanes. If any

failure or delay results from such causes, upon notice from GWJ within five days of the event giving rise to the delay, the time for performance shall be extended for a period of time reasonably necessary to overcome the effects of such delays.

Notwithstanding the foregoing, if GWJ's performance is rendered impossible or ineffective by the event or delay, then all funds distributed to GWJ by EPB remaining unspent on the PROJECT shall be returned to EPB.

7. **No Waivers.** Failure of EPB or the City to take action to enforce compliance by GWJ with any of the terms or conditions of this Agreement after having received funds therefor, or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.
8. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all previous discussion, understandings and agreements between the parties relating to the subject matter hereof.
9. **Applicable Law.** This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida.
10. **Public Records.** The Parties understand and agree that all documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law. GWJ expressly agrees to comply with Ch. 119, Florida Statutes, in connection with this Agreement.
11. **Limitations of Government Liability.** Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of either party or the City of Jacksonville beyond any statutory limited waiver of immunity or limits which may have been adopted by the Florida Legislature in Florida Statutes Section 768.28, or other statutes as amended from time to time, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first above written.

GROUNDWORK JACKSONVILLE, INC.,
a Florida Non-Profit Corporation

By: _____
Print Name: _____
Title: _____

ATTEST:

CITY OF JACKSONVILLE, a
Florida municipal corporation

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

In compliance with Section 24.103(e) the *Ordinance Code* of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid.

Director of Finance
Contract Number: _____

FORM APPROVED:

By: _____
Office of General Counsel

EXHIBIT A
FUNDING REQUEST

**Environmental Protection Fund
Request for Funding Assistance
GROUNDWORK JACKSONVILLE – S-LINE / HOGANS CREEK
URBAN BIODIVERSITY CORRIDOR**

Purpose

The purpose of the bill is to authorize funding from the Environmental Protection Trust Fund to Groundwork Jacksonville (GWJ) to assist them in the development of the S-Line Bio-Diversity Corridor proposed between Davis Street and Boulevard located in Springfield adjacent to the headwaters of Hogans Creek.

Background

The Fund, which was created in 1984, was established under the Board's purview to be used by the Board for the purposes described in Section 360.602 O.C. The established purposes for use of the Fund include:

- Restoration of polluted areas subject to Board actions.
- Restoration where costs exceeded amount recovered from responsible party in judicial or administrative proceedings.
- To recover the costs and expenses of the Board in administering the Fund.
- To pay for the removal (emergency) or remedial actions (cleanup).
- To fund education and outreach activities, studies, surveys, tests and investigations pertaining to the duties of the Board.

Sources of Fund revenue include:

- Fines collected by the City
- Moneys received as a result of an administrative or judicial proceeding
- Moneys recovered as punitive damages
- Moneys recovered as civil penalties

Description

The goal of the Biodiversity Corridor along the S-Line is to increase the awareness, education, engagement and activation of the people living in and/or visiting the 32206, 32208, 32209 neighborhoods about watershed conservation, designing low-impact development and building green infrastructure to improve air and water quality. When combined with the habitat restoration project along McCoys Creek, the project will go a long way to making the S-Line and Hogans Creek "shining parts" of the proposed Emerald Necklace consistent with the vision and mission of Groundwork Jacksonville and addresses the needs of the City of Jacksonville. It is aimed at improving the waterway's health and function, flooding, water quality, and aesthetics, while considering where recreational amenities and green and natural stormwater remedies can be incorporated.

Project Goals

The Bio-Diversity Corridor is proposed between Davis Street and Boulevard located in Springfield Is. This section of the S-Line is located next to the headwaters of Hogans Creek. The biodiversity corridor along the S-Line is prime for a pilot phytoremediation project. There are primarily two goals associated with the project:

- Goal 1- Design an education and awareness campaign on the value of turning brownfields to greenfields through low impact development
- Goal 2 - Design and build/implement the green infrastructure and accessibility features in the attached budget to improve water and air quality and provide the demonstration project to bring awareness to the benefits of both green infrastructure and the S-Line as an alternative transportation mode.

Funding

- The EPB has authorized funding, pursuant to Section 111.755 O.C., in the amount of \$50,000 to support the project. The EPB unanimously approved the project at its May 2016 meeting. It ratified the funding approval at its June 2018 meeting.
- The Environmental Protection Fund consists of non-General Revenue monies collected by the City pursuant to O.C. Chapter 362, Chapter 368 or Chapter 376.

EXHIBIT B
PROJECT BUDGET

EPB Budget Attachment

Budget	Total
Income (EPB Funding) \$50,000	\$50,000
Expenses	
Direct Costs- Green Team Coordinator	\$10500
Direct Costs - Other Program Costs	\$7500
Tools / Materials	\$2200
Bioswales / Rain Gardens Materials	\$6000
Wayfinding/Signage	\$4500
Trees	\$1000
Nectar based plants for garden; Spices for spice garden	\$3000
Trashcans	\$2400
Benches	\$5000
Boardwalk material	\$6500
Marketing/Collateral	\$1400
TOTAL	\$50,000