

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of the ___ day of _____ 2019, between **City of Jacksonville Environmental Protection Board**, a body politic, whose address is 214 N Hogan Street – Suite 500, Jacksonville, FL 32202 (“EPB”), and **Wildwood Consulting, Inc.**, with the address at 69 S. Dixie Highway, Suite B, St. Augustine, FL 32084 (“WILDWOOD”) for certain support services for the Lower St. Johns River Technical Advisory Committee as set forth in Exhibit A, attached and incorporated herein (“Project”).

BACKGROUND FACTS

- EPB and WILDWOOD both support promotion of awareness of the Lower St. Johns River scientific efforts and coordination of the information gathered from those activities; and
- EPB and WILDWOOD both support the coordination of water quality monitoring efforts and sharing of data and analyses; and
- EPB and WILDWOOD both support and encourage the Lower St. Johns River Technical Advisory Committee which was formed in 1987 after the state Surface Water Improvement and Management (SWIM) designation of the Lower St. Johns River.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. **RECITALS.** The Background Facts set forth above are true and correct in all respects and are hereby incorporated in and made a part of the MOU.
2. **OBLIGATIONS OF EACH PARTY.**
 - a. **EPB’s Obligations:**
 - i. EPB agrees to seek funding for the Project as follows: \$15,000.00 disbursements made to Wildwood on or about July 1 of 2019, 2020, 2021, 2022, and 2023, for a total of \$75,000.00 in funding towards the Project (hereinafter “Funding”). As a condition precedent to any payment hereunder, Wildwood shall show and certify that it has secured any additional funding that it will require to complete its work on the Project for the period of time to be covered by the payment.
 - ii. EPB further agrees to use its best efforts to promote and share with the public, information from the PROJECT.
 - b. **Wildwood’s Obligations.** WILDWOOD agrees as follows:
 - i. To accept the Funding to the extent it is appropriated by City Council and distributed to Wildwood;

- ii. To expend any such Funding reasonably, in good faith, and only for the Project.
 - iii. To return to EPB any portion of the Funding not used for the Project.
 - iv. To provide the services constituting the PROJECT to the extent that the Funding is distributed to WILDWOOD;
 - v. To continue to seek supplemental funding toward the PROJECT in an effort to sustain or enhance services provided.
 - vi. For each year that WILDWOOD receives any portion of the Funding, to submit an annual report to the EPB on or before September 15th of the following year, which shall provide an overview of services to the PROJECT and shall include the status of supplemental funding received.
3. **Term and Renewal.** This MOU shall continue in effect for 60 months from the date of final approval of the appropriation and may be extended only with the agreement of both parties.
 4. **Performance.** WILDWOOD shall ensure that the work is performed in a workmanlike manner, using reasonable efforts and abilities, on a non-emergency basis.
 5. **Safety.** EPB and WILDWOOD agree that the safety of all employees, contractors, and the public shall always be considered as having priority. Either EPB or WILDWOOD personnel may stop the work immediately due to any safety concerns.
 6. **Force Majeure.** Except as otherwise expressly provided herein, neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement 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. In the event of any failure or delay resulting from such causes, upon notice of the other party within five (5) days of occurrence of the event giving rise to the delay, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays.
 7. **No Third-Party Beneficiaries.** This MOU is for the sole benefit of the Parties hereto and does not create any rights or privileges in any third parties.
 8. **No Waivers.** Failure of EPB or the City to take action to enforce compliance with any of the terms or conditions of this MOU or to give notice or declare this MOU or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this MOU, but the same shall be and remain at all times in full force and effect.

9. **Entire MOU.** This MOU constitutes the entire agreement between the parties and supersedes all previous discussion, understandings and agreements between the parties relating to the subject matter hereof.
10. **Applicable Law.** The MOU shall be construed, interpreted and controlled by the laws of the State of Florida.
11. **Public Records.** The Parties understand and agree that all documents of any kind provided in connection with this MOU are public records and are treated as such in accordance with Florida law.
12. **Limitations of Government Liability.** Nothing in this MOU shall be deemed a waiver of immunity or limits of liability of EPB 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 statute as it now exists or may be changed from time to time, and nothing in the MOU shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
13. **Maximum Indebtedness.** \$75,000.00 is EPB's maximum indebtedness under this Agreement. In no event shall the total amount owed by EPB under this MOU exceed this amount.
14. **Non-Discrimination.** WILDWOOD represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.
15. **Compliance with Laws.** WILDWOOD shall comply with all applicable federal, state and local laws, rules and regulations as the same exist or as may be amended from time to time, including, but not limited to the Public Records Law, F.S. Ch. 119.

(Remainder of Page Left Blank Intentionally. Signature page immediately follows.)

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

WITNESS:

WILDWOOD CONSULTING, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

CITY OF JACKSONVILLE, a
Florida municipal corporation

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

By: _____
Lenny Curry
Mayor

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
City Contract Number: _____

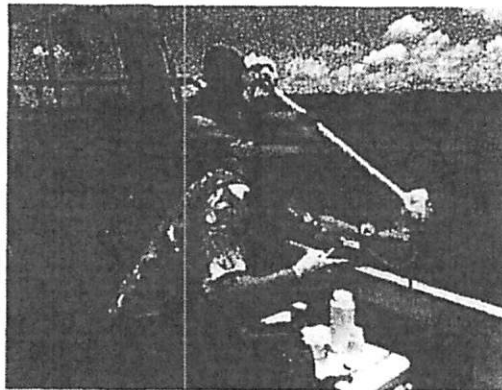
Form Approved:

Office of General Counsel

EXHIBIT A

Proposal
to
City of Jacksonville
Environmental Protection Board

*Lower St. Johns River Technical Advisory Committee
Facilitation and Information Exchange*



December 2018

By



PURPOSE OF THE LOWER ST. JOHNS RIVER TECHNICAL ADVISORY COMMITTEE (TAC)

- ❖ **Promote awareness of the Lower St. Johns River scientific efforts and a continued commitment to work together and share information among resource managers, universities, and scientists.**
- ❖ **Support implementation of the three Lower St. Johns River Basin Management Action Plans (BMAPs) (Main Stem/addressing nutrients, Tributaries I/addressing bacteria, and Tributaries II/addressing bacteria).**
- ❖ **Coordinate water quality monitoring efforts in the Lower St. Johns River for more efficient use of staff and resources.**
- ❖ **Share water quality and quantity data and analyses among local managers, scientists and researchers.**
- ❖ **Promote coordination of monitoring and response efforts during environmental events.**
- ❖ **Educate local scientists and managers on new research, data, and management efforts and make this information publically-accessible.**
- ❖ **Prioritize river-related projects for legislative funding requests.**
- ❖ **Provide a website to share and archive information for future use.**
- ❖ **Compliment the River Report and the previous River Accord efforts with scientific information and review.**

HISTORY OF THE LOWER ST. JOHNS RIVER TAC AND WILDWOOD CONSULTING

The Lower St. Johns River TAC has been coordinating Lower St. Johns River management efforts since the SWIM (Surface Water Improvement and Management) designation of the Lower St. Johns River in 1987. Over time, the TAC has updated its role and provided a technical forum, similar to a local National Estuary Program technical committee. Since 2002, Wildwood Consulting has administered the TAC by facilitating quarterly meetings, sharing information via email and on the TAC website (www.lsjr.org), and coordinating the committee activities.

Wildwood Consulting has been in business for 15 years and its offices are located in St. Augustine, Florida. Wildwood Consulting is a state-certified woman-owned business enterprise and a federally-designated small business. The staff at Wildwood Consulting have worked extensively assisting public efforts to restore waterbodies, including providing planning and facilitation for more than 20 Florida BMAPs.

BUDGET

| | | | | | | |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Florida Department of Environmental Protection (DEP) | TBD | TBD | TBD | TBD | TBD | TBD |
| City of Jacksonville Environmental Protection Board (EPB) | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$75,000 |
| Totals | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$75,000 |

Effort is limited to a maximum of 150 hours per 12 month period. Additional hours funded by DEP will be billed at the hourly rate set in the 2017 DEP contract with Wildwood Consulting.

SCOPE OF WORK

In order to support dialogue, coordination and useful exchange of scientific water resource management information among public agencies, universities, industries and environmental groups, the Lower St. Johns River TAC was founded. Since 1989, the LSJR TAC has been instrumental to coordinating agency response to events of ecological significance, as well as promulgating key findings by individual agencies to partner agencies and to the public. The TAC has channeled technical input for the Total Maximum Daily Load (TMDL) process and subsequent BMAPs development and reporting.

The City of Jacksonville, St. Johns River Water Management District, along with the DEP, and either Jacksonville University or the University of North Florida, maintain a revolving chairmanship of the TAC.

| | |
|--|------------------------|
| City of Jacksonville | Bill Karlavige |
| Florida Department of Environmental Protection | Jim Maher |
| St. Johns River Water Management District | Pam Way |
| Jacksonville University/ University of North Florida (<i>ex officio</i> chairs) | Lucy Sonnenberg/Vacant |

Scientific Coordination: Support for scientific and management coordination and information exchange within the Lower Basin, including the maintenance of the TAC website (<http://www.lsjr.org>).

- ❖ Maintain the TAC website by updating and adding materials as provided by TAC members.
- ❖ Send out time-sensitive notices about environmental events, conferences, job announcements, calls for papers, and other pertinent information to the email list.
- ❖ Hold regular coordination meetings (see below).
- ❖ Review and provide comments on the River Report.
- ❖ Promote presentations from the Middle St. Johns River and Ocklawaha River Basin efforts, as these upstream activities affect what happens in the Lower St. Johns River.

Meeting Facilitation: Coordination and facilitation of two to four regular or *ad hoc* meetings annually of the Lower St. Johns River TAC.

- ❖ Coordination with the co-chairs to identify speakers, create agendas, and set venues and meeting dates.
- ❖ Noticing of meetings, including distributing e-mail announcements with agendas to attendees.
- ❖ Facilitation and administration of the meetings, including the preparation of background materials as needed, producing meeting summaries, introductory remarks to initiate meetings and handle regular business of the committee.

Compilation of Special Legislative Requests: If needed based on annual legislative procedures, provide assistance in the solicitation of recommendations for potential water quality improvement projects to be included into the special legislative appropriation request for the Lower St. Johns River.

- ❖ Collate projects.
- ❖ Forward them to the TAC chairs for evaluation.
- ❖ Facilitate the discussions among members to prioritize the projects.

Environmental Events: Posting of current observations forwarded by agency scientists or local governments, analysis results, and other relevant information during events of ecological consequence. Events of ecological consequence include large algal blooms, fish kills or unusual mortalities of marine life, waste spills, or other events that require a coordinated response by multiple agencies.

Share Grant/Technical/Conference Announcements: Distribute announcements related to grant funding opportunities; forums, seminars and symposiums; adoption of TMDLs; public workshops related to water resource rule development; or other events of potential interest to the participants in the Lower St. Johns River TAC.

Activity Summaries: As needed, provide summaries about varied water resource-related activities carried on by public agencies. Such summaries allow agencies, universities, and the public to better direct their inquiries, access information, and coordinate activities focused on issues of mutual interest.

EXPERIENCE OF WILDWOOD CONSULTING

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|---|--|---|--|
| <i>Putnam County Trails Master Plan</i> | Putnam County Board of County Commissioners | Putnam County | Plan complete in 2010; further support provided through 2014. |
| <i>Lower St. Johns River Main Stem Basin Management Action Plan Implementation</i> | Florida Department of Environmental Protection | Sections of Clay, Duval, St. Johns, Putnam and Flagler Counties as well as multiple cities and towns. | Plan complete in 2008; annual reporting and support still underway. |
| <i>St. Johns River Alliance Board Facilitation and Staff Support</i> | St. Johns River Alliance Inc. | Volusia, Lake, Putnam, Indian River, Brevard, Seminole, Flagler, St. Johns, Clay, and Duval | St. Johns River Summit conference complete in September 2010. |
| <i>Lakes Harney and Monroe-St. Johns River Basin Management Action Plan Development</i> | Florida Department of Environmental Protection | Volusia, Lake, Brevard and Seminole Counties | Plan complete in 2012; annual reporting and support underway. |
| <i>Lake Jesup Basin Management Action Plan</i> | Florida Department of Environmental Protection | Seminole and Orange Counties | Plan completed in 2010; annual reporting and support still underway. |
| <i>Indian River Lagoon Basin Management Action Plans</i> | Florida Department of Environmental Protection | Indian River, Brevard, and Volusia and St. Lucie Counties | Three separate sub-basin plans completed in 2013; annual reporting and support underway. |
| <i>Harris Chain of Lakes Council Annual Report</i> | St. Johns River Water Management District | Lake and Orange Counties | 2010, 2011 and 2012 annual reports completed. |
| <i>Lower St. Johns River SWIM Plan Update</i> | St. Johns River Water Management District | Volusia, Flagler, Putnam, St. Johns, Clay, and Duval Counties | Plan complete in 2008. |

| | | | |
|---|--|---|--|
| <i>Lake Tohopekaliga Nutrient Reduction Plan</i> | Florida Department of Environmental Protection | Osceola and Orange Counties, Cities of St. Cloud, Kissimmee and Orlando | Completed in December 2011. Implementation support still underway. |
| <i>Lower St. Johns River Tributaries BMAPs I and II</i> | Florida Department of Environmental Protection | Duval County/City of Jacksonville and Cities of Jacksonville Beach, Atlantic Beach, Neptune Beach and Naval Station Mayport | Plans completed in 2009 and 2010, respectively; annual reporting support still underway. |
| <i>City of Atlantic Beach Policy Building Committee</i> | City of Atlantic Beach | City of Atlantic Beach, Florida (Duval County) | Committee recommendation and report complete in May 2012. |
| <i>Upper Wakulla River and Springs Basin Management Action Plan</i> | Florida Department of Environmental Protection | Wakulla, Leon, and Gadsden and Jefferson Counties, Cities of Tallahassee, Gretna, Midway and Quincy, and Town of Havana | Plan completed in 2015. OSTDS Plan development underway. |
| <i>Lake Okeechobee Basin Management Action Plan</i> | Florida Department of Environmental Protection | Over 70 cities, counties and responsible parties | Plan completed in 2014; annual reporting and support underway. |

WILDWOOD CONSULTING PERSONNEL

Tiffany Busby, Senior Program Manager

In 2000, Tiffany founded Wildwood Consulting after serving as the Director of the Charlotte Harbor National Estuary Program (NEP) and as the manager of the Georgia Coastal Management Program. She saw the need for a specialized firm that could support federal, state and local governments and agencies as they implemented restoration projects. These efforts often involved multiple agencies, citizens, universities, the private sector and specialists who needed assistance with tracking and coordinating joint projects. One example is the TMDL program. As collaborative efforts expanded, Tiffany supported the committees, agencies, and stakeholders involved with modeling, development of pollutant load allocations, policy development and implementation through facilitation and conflict resolution assistance. Tiffany continues to support complex decision-making processes and implementation of programs and projects.

Tiffany has a Master's Degree in Environmental Management from Duke University and a Bachelor's Degree in Business Administration from the University of Texas at Austin.

Tina Gordon, Project Manager

Tina is a trained facilitator with more than 12 years professional experience in coastal resiliency, ecological, and natural resource issues. Tina has extensive expertise in identifying beneficial projects and preparing management plans. Tina supports basin management action plans throughout Florida, including those that address surface waters and springs impairments. Prior to joining Wildwood Consulting, Tina was the Coastal Training Program Coordinator at the Guana Tolomato Matanzas National Estuarine Research Reserve. Tina has facilitated collaborative meetings on topics such as sea level rise, regional oyster research, water quality, and living shorelines. Tina has also delivered training and materials for a wide range of audiences on various environmental topics for the public and for technical audiences.

Tina holds a Bachelor of Science in Wildlife Ecology and Conservation from the University of Florida. Previously, Tina served on advisory boards for the St. Johns County University of Florida Institute of Food and Agricultural Sciences (UF-IFAS) and for Florida Sea Grant.

CONCLUSION

We would be pleased to receive the support of the City of Jacksonville and to have stable funding for ongoing efforts of the Lower St. Johns River TAC. These efforts compliment implementation of the BMAPs, public education, university/research coordination, and the production of the River Report. We hope that you will give this request your full consideration.

You can contact Tiffany Busby by email at TLBusby@wildwoodconsulting.net or by phone at 904-797-2721. Wildwood Consulting is located at 69 S. Dixie Highway, Suite B, St. Augustine, FL 32084.

EXHIBIT B

BUDGET

| Florida Department of Environmental Protection (DEP) | TBD | TBD | TBD | TBD | TBD | TBD |
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