

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF JACKSONVILLE, o/b/o ITS ENVIRONMENTAL PROTECTION BOARD  
AND  
ST. JOHNS RIVERKEEPER, INC.**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the “City”), for and on behalf of **CITY OF JACKSONVILLE ENVIRONMENTAL PROTECTION BOARD**, an executive board of the City pursuant to Chapter 73, *Ordinance Code*, whose address is 214 North Hogan Street, Suite 500, Jacksonville, Florida 32202 (“JEPB”), and **ST. JOHNS RIVERKEEPER, INC.**, a Florida not for profit corporation with a principal address at 2800 University Blvd. North, Jacksonville, Florida 32211 (“SJRK”) for the provision of environmental quality assessments of the Ribault River and Moncrief Creek watersheds (the “Project”).

**RECITALS:**

**WHEREAS**, JEPB supports the mission of SJRK and its efforts to improve the quality of life in Jacksonville through conservation and protection of the natural and urban environment, especially the St. Johns River, through education, awareness, facilitation, and compliance; and

**WHEREAS**, JEPB and SJRK both support the vision of a thriving St. Johns River watershed that sustains healthy ecosystems for future generations; now therefore

**IN CONSIDERATION** of the foregoing and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. **Obligations of the City.** The City agrees to:

a. use its best efforts to promote the Project and share information about the Project with the public.

3. **Obligations of SJRK.** SJRK agrees:

a. to accept City funding in the amount of \$106,000 according to the payment schedule set forth above; and

b. to expend the funds only for the Project and to return to the City any funds not used for the Project; and

c. that if the services performed under this agreement are not performed in accordance with the agreement, SJRK shall refund the City funds within fifteen (15) business days of demand by the City and the City may terminate this agreement; and

d. to provide the services necessary to accomplish the Project; and

e. to submit a preliminary report at the conclusion of the first year and a final report within 30 days of the Project’s end; and

f. to provide an update on the Project during the 2028 Environmental Symposium.

4. **Term and Renewal.** This MOU shall continue in effect through March 1, 2028, and may be extended only with the agreement of both parties. The City's performance and obligations to pay, if any, under the provisions of this MOU are subject to appropriation by the City Council of the City of Jacksonville. Nothing in this MOU shall be construed as providing SJRK or any third party with a cause of action against the City for failure to obtain or make an appropriation for the Project.

5. **Performance.** SJRK shall ensure that the Project is conducted in a professional manner, using reasonable efforts and abilities on a non-emergency basis. SJRK shall perform the Project in conformity with this MOU, including the Project Scope (**Exhibit A**) and the Project Budget and Payment Schedule (**Exhibit B**).

6. **Safety.** The City and SJRK agree that the safety of all employees, contractors, and the public should always be considered as having priority. Either the City or SJRK personnel may stop the Project immediately due to any safety concerns.

7. **Force Majeure.** SJRK shall not be liable for any failure or delay in the performance of its 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 SJRK 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 SJRK's performance is rendered impossible or ineffective by the event or delay, then all funds distributed to SJRK by the City remaining unspent on the Project shall be returned to the City.

8. **No Waivers.** Failure of the City to take action to enforce compliance by SJRK with any of the terms or conditions of this MOU after having received funds therefor 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 understanding 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 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 Section 768.28, Florida Statutes, or other statutes as amended from time to time, and nothing in this MOU 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.

13. **Maximum Indebtedness.** As required by Section 106.431, *Jacksonville Ordinance Code*, the City's maximum indebtedness for the Project provided pursuant to this MOU for the period of service shall be a fixed monetary amount not to exceed ONE HUNDRED THOUSAND SIX AND 00/100

DOLLARS (\$106,000.00).

14. **Amendments.** All changes to, amendments to, modifications of, or additions to this MOU or any of its terms, provisions, and conditions shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

15. **Nondiscrimination.** As required by section 126.404, *Jacksonville Ordinance Code*, SJRK represents that it has adopted and will maintain throughout the Term a policy of nondiscrimination 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. SJRK agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this MOU; provided, however, that SJRK shall not be required to produce for inspection records covering periods of time more than one year prior to the Effective Date. SJRK agrees that, if any of the services to be provided pursuant to this MOU are to be provided by a subcontractor, the provisions of this section will be incorporated into and become a part of the subcontract.

16. **Indemnification; Insurance.** SJRK shall indemnify and hold harmless the City in accordance with the indemnification provisions outlined in **Exhibit C**. SJRK shall procure and maintain insurance in the forms and amounts outlined in **Exhibit D**.

17. **Human Trafficking Affidavit.** Contemporaneously with the execution of this Agreement, and as a condition precedent to the enforceability of this Agreement including City's obligations hereunder, SJRK shall deliver to City an executed Human Trafficking Affidavit in compliance with Section 787.06, Florida Statutes in the form attached hereto as **Exhibit E**.

18. **Compliance with Laws.** As required by section 126.107(b), *Jacksonville Ordinance Code*, in providing the Project, SJRK shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances include, but are not limited to, chapter 119, Florida Statutes (Florida Public Records Law), and section 286.011, Florida Statutes (Florida Sunshine Law). If any of the obligations of this MOU are to be performed by a subcontractor, the provisions of this section will be incorporated into and become a part of the subcontract.

19. **Relationship of Parties.** In performance of this MOU, SJRK is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the City. SJRK shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences, and procedures utilized to provide the Project in accordance with this MOU.

20. **Public Records.** In accordance with section 119.0701, Florida Statutes, SJRK shall: Keep and maintain public records required by the City to perform the Project. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in chapter 119, Florida Statutes, or as otherwise provided by law.

a. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this MOU and following completion of this MOU if SJRK does not transfer the records to the City.

b. Upon completion of this MOU, transfer to the City at no cost all public records in possession of SJRK or keep and maintain public records required by the City to perform the Project. If SJRK transfers all public records to the City upon completion of this MOU, SJRK shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Data SJRK Bank keeps and maintains public records upon completion of this MOU, SJRK shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

The above requirements apply to SJRK only if it is a "Contractor" as defined in section 119.0701, Florida Statutes.

**IF SJRK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 NORTH HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.**

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**ATTEST:**

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Donna Deegan, Mayor

**WITNESS:**

**ST. JOHNS RIVERKEEPER, INC.**

By \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Encumbrance and funding information for internal City use:

| 1Cloud Account for Certification of Funds | Amount |
|---|--------|
|   |        |
|   |        |
|   |        |

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; however, this certification is not, nor shall it be interpreted as an encumbrance of funding under the MOU. Actual encumbrances shall be made by subsequent purchase orders as specified in the MOU.

The stated amount is the maximum fixed monetary amount of the MOU. It shall not be encumbered by the MOU. It shall be encumbered by one or more subsequently issued purchase orders that must reference the MOU. All financial examinations and funds control checking will be made at the time such purchase orders are issued

\_\_\_\_\_  
Director of Finance  
City Contract Number \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
Office of General Counsel

GC-#1685074-v2-Riverkeeper\_EPB\_MOU\_Resilient\_Ribault\_Clean

## EXHIBIT A - Project Scope



### RESILIENT RIBAUTL Ribault River & Moncrief Creek Environmental Quality Assessment *Proposal to the City of Jacksonville Environmental Protection Board* May 2024

#### **INTRODUCTION**

On behalf of Resilient Ribault, St. Johns Riverkeeper submits this proposal to the City of Jacksonville' Environmental Protection Board (EPB) requesting \$106,000 for a two-year environmental quality assessment of the Ribault River and Moncrief Creek watersheds. This EPB investment will be matched by \$40,000 of Resilient Ribault funds graciously awarded by the Delores Barr Weaver Legacy Fund for community engagement.

#### **RESILIENT RIBAUTL OVERVIEW**

RESILIENT RIBAUTL, a LISC Jacksonville and St. Johns RIVERKEEPER initiative, is designed to provide equitable access to local waterways, identify and advocate for needed infrastructure projects, and address social and environmental vulnerabilities in the Ribault River and Moncrief Creek watersheds and communities.

Some of the most vulnerable census tracts within the St. Johns River watershed are located along the Ribault River and Moncrief Creek, two tributaries of the St. Johns. The residents in these watersheds are vulnerable on three fronts: environmental stressors, socioeconomic disparities, and flood-based impacts.

The proposed Ribault River & Moncrief Creek Environmental Quality Assessment seeks to further understand these particularly vulnerable areas specific to environmental and water quality.

This effort will complement the Ribault River & Moncrief Creek Flood/Stormwater Strategic Review of historic flood and meteorological data, mapping of infrastructure vulnerabilities and stormwater flow/runoff assessment. (Attachment A)

Together, these studies will provide much-needed information to cohesively address the intersecting vulnerabilities of the region.

## **Ribault River & Moncrief Creek Environmental Quality Assessment**

### **Background**

Both the Ribault River and Moncrief Creek suffer from multiple water quality issues, predominant among them is decades-long **fecal coliform contamination**. As a result of this impairment, Moncrief Creek is managed under a 2010 Basin Management Action Plan (BMAP) for fecal coliform, and Ribault River is managed under a 2014 Bacteria Pollution Control Plan (BPCP).

While some watershed septic tank phase outs are in progress and area stormwater infrastructure improved, both waterways continue to suffer from chronic high levels of fecal indicator bacteria (FIB). Limited work has been conducted to date to determine whether the cause is human-related or to identify the potential public safety risk.

Both waterways are also adjacent to historic municipal incinerator ash sites. From 1910 to the 1960s, the City of Jacksonville (COJ) operated two solid waste incinerators. The incinerator ash was then disposed of at area dump sites or used as fill material for nearby residential and commercial properties. The ash was contaminated with **lead, arsenic, and other metals**; PCBs, dioxin, and other toxic contaminants were also reported. While significant progress has been made in remediating the contaminated sites, some remediation work remains at Lonnie Miller Park along the banks of the Ribault River and along the banks of Moncrief Creek at the former Brown's Dump site. Although the Environmental Protection Agency (EPA) has determined that the remaining ash does not pose a risk to the communities along both waterways (EPA - Brown's Dump, EPA - Jacksonville Ash Site), many residents remain skeptical and are concerned about potential health impacts from exposure.

Data has been collected in connection with clean up efforts to remove the ash, but there has been no systematic investigation of the potential presence or impact of **metals**, either ash-derived or from other sources, to the aquatic ecosystems.

The mouth of Moncrief Creek (WBID 2228A) is impaired for copper, and the entire creek is impaired for iron. The marine and tidal reaches of the Ribault River (WBIDs 2224A and B) are also impaired for iron (FDEP). Although recent metals data is limited, particularly for the Ribault River, average levels of copper and iron in the tidal reach of the Ribault River (2224B) exceeded their respective water quality criteria (WQC) in 2020, and the iron criterion was exceeded again in 2022. According to the EPA as of 2023, there is insufficient metals data to adequately assess their impact on the Ribault River.

A third issue of concern regarding both waterways is **nutrient impairment**. The Ribault River is impaired for nutrients based on **aquatic macrophyte indicators** levels and Moncrief Creek is impaired for nutrients based on **chlorophyll *a***. A more comprehensive assessment is warranted to determine if the Ribault River and Moncrief Creek is a potential source of nutrients to the nutrient-impaired Trout River which, in turn, is a potential source of nutrients to the



nutrient-impaired Lower St. Johns River. There has been limited systematic data collection to understand nutrient dynamics and sources in the Ribault River or in Moncrief Creek.

**Despite numerous efforts, fecal bacteria, certain metals and nutrients continue to exceed water quality standards and undermine the surrounding communities safe use of the Ribault River and Moncrief Creek watersheds.** This proposal is designed to complement ongoing City of Jacksonville (COJ) and Florida Department of Environmental Protection (FDEP) efforts by:

1. **Collecting and analyzing supplemental data** to better understand environmental vulnerabilities in the Ribault River and Moncrief Creek watersheds and communities.
2. **Facilitating fact-based conversations with community leaders and area residents** to cohesively address the intersecting vulnerabilities of the region.
3. **Identifying community and data driven solutions** for needed infrastructure investments within the Resilient Ribault project area.

#### **Objective - Collect and Analyze Supplemental Environmental Data**

The proposed work will address four major issues of concern in the Ribault River and Moncrief Creek watersheds:

1. For **fecal bacterial contamination**, the proposed work will expand the FDEP and COJ sampling range for routine fecal indicator bacteria (FIB) monitoring to better understand the entire waterway, including areas in heavy use by the public. Highly contaminated areas will be further investigated for human sources.
2. Water samples, sediments, minnows and macroinvertebrates will be measured for **metals** concentrations to determine whether there are legacies of the ash disposal sites or other metals sources and if there are potential food web impacts.
3. **Nutrients** will be systematically assessed to better understand nutrient dynamics of the Ribault River and Moncrief Creek and their impact on the Trout River and the Lower St. Johns River. Potential sources and seasonal trends will be assessed.
4. **Ecosystem Health** will be assessed by examining macroinvertebrate and phytoplankton abundance and diversity providing a baseline that can be compared to other tributaries. Pollution tolerant and sensitive species will also be tracked over time to determine potential impacts of pollutants.

#### **Project Approach**

1. **Fecal Indicator Bacteria (FIB)**
  - a. Monthly FIB (both *E. coli* and *Enterococci*) sampling at 8 sites will be conducted for two years.
  - b. Follow up investigations will be conducted at sites where samples have FIB values exceeding 5,000 CFU, the threshold recommended by FDEP for intensive additional analyses of the contaminated samples. Chemical markers sucralose,

and acetaminophen, and the genetic marker qPCR HF-183 will be measured to identify the biological and physical sources of bacterial contamination.

- c. Wet weather events will be targeted for FIB and genetic markers in order to quantify the role of surface water runoff in fecal contamination.

## **2. Metals**

- a. Metals analysis of up to 9 metals including arsenic, cadmium, chromium III, copper, nickel, lead, zinc, silver, and iron will be conducted:
  - i. Monthly for surface water and minnows at 8 sites.
  - ii. Quarterly for sediments and macroinvertebrates at 8 sites.

## **3. Nutrients**

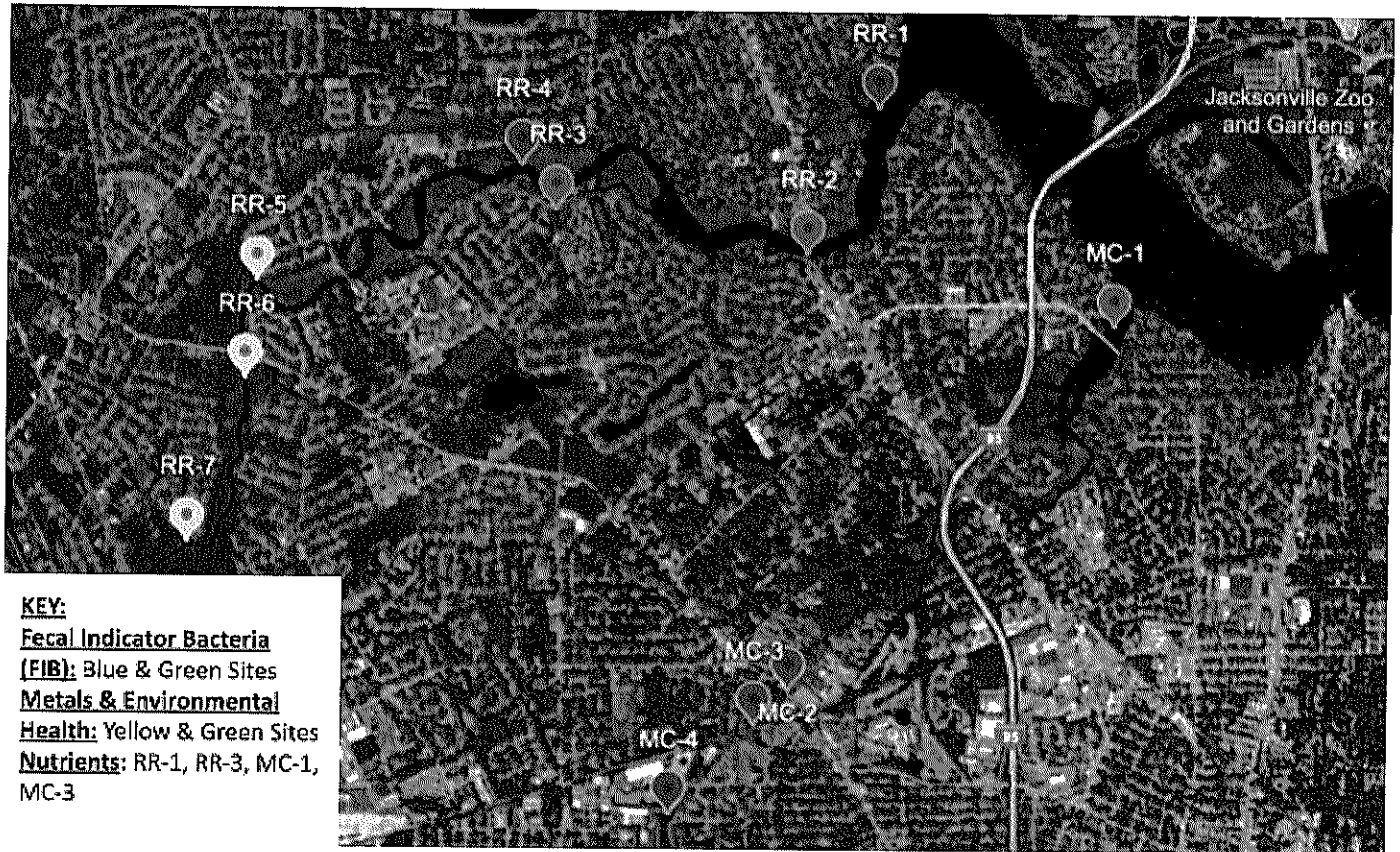
- a. Nutrient analyses (Total Nitrogen (TN), Total Phosphorus (TP)) will be conducted for one year every 2 months at 2 sites in each waterway (4 sites total).
- b. Monthly chlorophyll-a assessments will be taken at each of the 11 sites.
  - i. Nutrient analysis may be conducted at additional sites if there is consistently high chlorophyll-a.

## **4. Ecosystem Health**

- a. Population diversity of macroinvertebrates and phytoplankton will be evaluated for 2 years using the Hilsenhoff Biotic Index and Shannon-Weiner Diversity Index to identify potential ecosystem impacts of metals.
  - i. Sediment macroinvertebrate populations will be evaluated monthly at 8 sites for dominance of pollution tolerant species in parallel with the metals analyses of the organisms and sediments.
  - ii. Phytoplankton population diversity will also be assessed monthly at 8 sites in parallel with metals in the surface water to evaluate the potential impact of metals.
  - iii. Macroinvertebrate and phytoplankton species data in these waterways provides an important baseline for ecosystem information for the region.

### Ribault River & Moncrief Creek Environmental Quality Assessment Proposed Sampling Sites:

Sampling site locations chosen based on proximity to incinerator ash sites, septic tanks, existing agency sampling sites, and other high priority areas based on available data.



### Ribault River & Moncrief Creek Environmental Quality Assessment - DELIVERABLES

1. Bi-annual COJ/EPB/FDEP reports and meetings as needed
2. Resilient Ribault Community Engagement
  - a. **Data-driven conversations with community leaders and area residents will be held regularly** to cohesively understand and address the intersecting vulnerabilities of the region from the resident's perspective.
    - i. CPACs, Community Partner Meetings, Resilient Ribault Stakeholders
    - ii. Resident-driven process to identify and prioritize solutions
3. Final Project Report including **community, resident and data driven solutions** will demonstrate opportunities to improve environmental health and needed infrastructure investments within the Resilient Ribault project area based on 2-years of documented scientific analysis.

## **Ribault River & Moncrief Creek Environmental Quality Assessment - 2 Year BUDGET**

### **1. Environmental Quality Assessment Budget - \$91,000**

#### **a. Sample Collection (Transportation and Staff) - \$11,400**

- i. Monthly - \$8,400
- ii. Quarterly - \$3,000

#### **b. Fecal Indicator Bacteria (FIB) - \$34,000**

- i. E.Coli & Enterococci - \$25,000
- ii. Genetic Markers - \$6,000
- iii. Chemical tracers - \$3,000

#### **c. Metals - \$39,000**

- i. Surface Water and Fish Tissue Analysis - \$20,000
- ii. Macroinvertebrate Testing - \$5,000
- iii. Sediment Testing - \$14,000

#### **d. Nutrients - \$5,000**

#### **e. Ecosystem Health - \$1,600**

### **2. Administrative Costs - \$15,000**

### **3. Total Funding Request: \$106,000**

### **4. *Resilient Ribault Community Engagement: \$40,000 - Delores Barr Weaver Legacy Fund***

### **5. Total Project Costs - \$146,000**

**Table 1. Environmental Quality Assessment Schedule**

| <b>Matrix</b>           | <b>Analytes</b>                    | <b># sites</b> | <b>Frequency</b>                | <b>Duration</b> |
|-------------------------|------------------------------------|----------------|---------------------------------|-----------------|
| <b>FIB</b>              | E.Coli, Enterococci                | 8              | Monthly                         | 2 years         |
|                         | FIB Genetic Marker                 | 8              | As needed based on FIB level ** | 2 years         |
|                         | FIB Chemical Tracer                | 8              | As needed based on FIB level ** | 2 years         |
|                         | Water Quality*                     | 11             | Monthly                         | 2 years         |
| <b>Nutrients</b>        | TN & TP                            | 4              | Every 2 months                  | 1 year          |
| <b>Metals</b>           | Surface Water & Minnows            | 8              | Monthly                         | 2 year          |
|                         | Macro                              | 8              | Qtrly                           | 2 year          |
|                         | Sed metals                         | 8              | Qtrly                           | 2 year          |
| <b>Ecosystem Health</b> | Macroinvertebrates & Phytoplankton | 8              | Monthly                         | 2 year          |

\*Water Quality includes: Dissolved Oxygen, Turbidity, Salinity, Temperature

\*\*FIB values exceeding 5,000 CFU

### **Ribault River & Moncrief Creek Environmental Quality Assessment Team**

- **Lisa Rinaman (Principal Investigator)** *St. Johns Riverkeeper*
  - *Project management, team coordination*
- **Dr. Lucy Sonnenberg (Team Technical Advisor)** *Former chair of the City of Jacksonville Environmental Protection Board, retired research professor of chemistry and the former research director of the Millar Wilson Laboratory for Chemical Research (MWL)*
  - *Project management, team coordination, data analysis*
- **Dr. Gretchen Bielmyer-Fraser (Team Scientist)** *Professor of Chemistry; Director of Millar Wilson Laboratory - Jacksonville University Marine Science Research Institute*
  - *Metals in water, minnows, sediment, macroinvertebrates*
- **Dr. Gerry Pinto (Team Scientist)** *Associate Research Scientist - Jacksonville University Marine Science Research Institute, St. Johns River Report Principal Investigator*
  - *Ecosystem Health: macroinvertebrates and phytoplankton*
- **Dr. William Penwell (Team Scientist)** *Chair, Department of Biology and Marine Science - Jacksonville University; Associate Professor of Biology*
  - *Fecal indicator bacteria, genetic markers and chemical tracers*
- **Dr. Ashley Johnson (Team Scientist)** *Associate Professor of Geography - Jacksonville University*
  - *Geographic Information Systems (GIS) Mapping*
- **Dr. Quinton White (Advisor)** *Executive Director - Jacksonville University Marine Science Research Institute*
- **Dr. Bryan Franks (Advisor)** *Interim Executive Director - Jacksonville University Marine Science Research Institute and Director of Marine Science Graduate Program*

### **ATTACHMENTS**

Attachment A: **Ribault River & Moncrief Creek Flood/Stormwater Strategic Review**

Attachment B : **Resilient Ribault Prioritization Report**

## EXHIBIT B - PROJECT BUDGET and PAYMENT SCHEDULE

| Project Budget - Ribault River Environmental Assessment Project |             |     |                     |
|---|-------------|-----|---------------------|
| <b>1. Sample Collection</b>                                     |             |     |                     |
| Item  | Cost        | Qty | Total               |
| Monthly   | \$8,400.00  | 1   | \$8,400.00          |
| Quarterly   | \$3,000.00  | 1   | \$3,000.00          |
| <b>Total for Sampling</b>                                       |             |     | <b>\$11,400.00</b>  |
| <b>2. Fecal Indicator Bacteria</b>                              |             |     |                     |
| Item  | Cost        | Qty | Total               |
| E.Coli and Enerococci   | \$25,000.00 | 1   | \$25,000.00         |
| Generic Markers   | \$6,000.00  | 1   | \$6,000.00          |
| Chemical Tracers  | \$3,000.00  | 1   | \$3,000.00          |
| <b>Total for Fecal Indicator Bacteria</b>                       |             |     | <b>\$34,000.00</b>  |
| <b>3. Metals</b>  |             |     |                     |
| Item  | Cost        | Qty | Total               |
| Surface Water and Fish Tissue Analysis                          | \$20,000.00 | 1   | \$20,000.00         |
| Macroinvertebrate Testing                                       | \$5,000.00  | 1   | \$5,000.00          |
| Sediment Testing  | \$14,000.00 | 1   | \$14,000.00         |
| <b>Total for Metals</b>   |             |     | <b>\$39,000.00</b>  |
| <b>4. Nutrients</b>   |             |     |                     |
| Item  | Cost        | Qty | Total               |
| Nutirents   | \$5,000.00  | 1   | \$5,000.00          |
| <b>Total for Nutrients</b>                                      |             |     | <b>\$5,000.00</b>   |
| <b>5. Ecosystem Health</b>                                      |             |     |                     |
| Item  | Cost        | Qty | Total               |
| Ecosystem health  | \$1,600.00  | 1   | \$1,600.00          |
| <b>Total for Ecosystem Health</b>                               |             |     | <b>\$1,600.00</b>   |
| <b>Total Cost for Environmental Quality Assessment</b>          |             |     | <b>\$91,000.00</b>  |
| <b>6. Administrative Costs</b>                                  |             |     |                     |
| Item  | Cost        | Qty | Total               |
| Project Administration  | \$15,000.00 | 1   | \$15,000.00         |
| <b>Total Administrative Costs</b>                               |             |     | <b>\$15,000.00</b>  |
| <b>Total Project Cost</b>                                       |             |     | <b>\$106,000.00</b> |

## EXHIBIT B - PROJECT BUDGET and PAYMENT SCHEDULE

### Project Budget - Ribault River Environmental Assessment Project

#### Proposed Payment Schedule - Ribault River Environmental Assessment Project

|                                   |             |  |                     |
|-----------------------------------|-------------|--|---------------------|
| Due upon Council approval         |             |  | \$15,000.00         |
| Four (4) project draws            |             |  | \$91,000.00         |
| 6 months from project initiation  | \$22,750.00 |  |                     |
| 12 months from project initiation | \$22,750.00 |  |                     |
| 18 months from project initiation | \$22,750.00 |  |                     |
| upon receipt of final report      | \$22,750.00 |  |                     |
| <b>Total Project Payments</b>     |             |  | <b>\$106,000.00</b> |

#### Proposed Project Schedule

|                                  |               |
|----------------------------------|---------------|
| Project Commences                | June 2025     |
| 1 year preliminary report        | June 2026     |
| Final Report Due                 | June 2027     |
| Presentation at Annual Symposium | February 2028 |

### Exhibit C INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Contract**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.



**Procurement Division  
INSURANCE REQUIREMENTS**

Without limiting its liability under this Contract, Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

**Insurance Coverages**

| Schedule                     | Limits                                  |
|------------------------------|---|
| <b>Worker's Compensation</b> | Florida Statutory Coverage              |
| <b>Employer's Liability</b>  | \$ 1,000,000      Each Accident         |
|                              | \$ 1,000,000      Disease Policy Limit  |
|                              | \$ 1,000,000      Each Employee/Disease |

This insurance shall cover the Provider (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

|                                     |             |                             |
|-------------------------------------|-------------|-----------------------------|
| <b>Commercial General Liability</b> | \$2,000,000 | General Aggregate           |
|                                     | \$2,000,000 | Products & Comp. Ops. Agg.  |
|                                     | \$1,000,000 | Personal/Advertising Injury |
|                                     | \$1,000,000 | Each Occurrence             |
|                                     | \$ 50,000   | Fire Damage                 |
|                                     | \$ 5,000    | Medical Expenses            |

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

|   |             |                       |
|---|-------------|-----------------------|
| <b>Automobile Liability</b>   | \$1,000,000 | Combined Single Limit |
| (Coverage for all automobiles, owned, hired or non-owned used in performance of the Services) |             |                       |

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

**Professional Liability**

\$1,000,000 per Claim & Aggregate

The Professional Liability insurance shall include coverage for Technology Errors and Omissions Liability and must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such Claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**Pollution Liability**

\$1,000,000 per Loss

\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

**Umbrella Liability**

\$5,000,000 Each Occurrence/ Agg.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.

### **Railroad Protective Liability**

In the event that any part of the work to be performed hereunder shall require the Contractor or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the Contractor shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

The original of such policy shall be delivered to the railroad involved, with copies to the Grantor, and their respective members, officials, officers, employee and agents.

### **Additional Insurance Provisions**

- A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

- C. **Provider's Insurance Primary.** The insurance provided by the Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Provider. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- E. **Contractor's Insurance Additional Remedy.** Compliance with the insurance requirements of this Contract shall not limit the liability of the Provider or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- F. **Waiver/Estoppel.** Neither approval by City nor failure to disapprove the insurance furnished by Provider shall relieve Provider of Provider's full responsibility to provide insurance as required under this Contract.
- G. **Certificates of Insurance.** Provider shall provide the City Certificates of Insurance at contract execution, that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. **Notice.** The Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of the Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. **Special Provisions:** Prior to executing this Agreement, Provider shall present this Contract and the Insurance Requirements and Indemnification to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Provider.

**Bonds and Other Performance Security.** Design-Builder shall not perform or commence any construction services for a Project until the following performance bond and labor and material payment bond or other performance security have been delivered to Owner: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to Owner, on forms furnished by Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Project performed under this Agreement, each in an amount not less than the GMP as defined in Article 6 and inclusive of Design-Builder's fees. No qualification or modifications to the Bond forms are permitted.

To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
  - a. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
  - b. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

| <u>CONTRACT AMOUNT</u>       | <u>RATING</u> | <u>RATING</u> |
|------------------------------|---------------|---------------|
| \$ 500,000 TO \$1,000,000    | A-            | CLASS IV      |
| \$1,000,000 TO \$2,500,000   | A-            | CLASS V       |
| \$2,500,000 TO \$5,000,000   | A-            | CLASS VI      |
| \$5,000,000 TO \$10,000,000  | A-            | CLASS VII     |
| \$10,000,000 TO \$25,000,000 | A-            | CLASS VIII    |
| \$25,000,000 TO \$50,000,000 | A-            | CLASS IX      |
| \$50,000,000 TO \$75,000,000 | A-            | CLASS X       |

5. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
  - a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services to conduct business in this state.
  - b. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTE  
SECTION 787.06, HUMAN TRAFFICKING

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (the "Company").
3. The Company does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Phone Number

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was SWORN TO AND SUBSCRIBED before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation. Said individual [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Serial Number (if any) \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(SEAL)