

**FUNDING AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
GROUNDWORK JACKSONVILLE, INC.
FOR
HOGANS CREEK ECOLOGICAL RESTORATION**

THIS FUNDING AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2021 (the “Effective Date”), by and between the CITY OF JACKSONVILLE, a consolidated municipal and county government under the Constitution and laws of the State of Florida (the “City”), GROUNDWORK JACKSONVILLE, INC., a Florida non-profit corporation, (“GWJ”), for the preliminary design and feasibility assessment of the ecological restoration of Hogans Creek (the “Project”).

RECITALS:

WHEREAS, GWJ is a non-profit organization specifically created to restore urban creeks, connect urban neighborhoods, and convert neglected and contaminated land into parks, playgrounds, trails, and other public greenspace; and

WHEREAS, GWJ made a request for funding from the City’s Environmental Protection Board (EPB) to assist with funding for the ecological restoration of Hogans Creek; and

WHEREAS, the City, through the EPB and subject to appropriation by City Council, desires to assist in funding the preliminary design and feasibility assessment of the ecological restoration of Hogans Creek; and

WHEREAS, GWJ agrees to implement and perform the scope of work provided in this Agreement for the Project.

IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **RECITALS.** The Recitals set forth above are true incorporated into this Agreement by this reference.
2. **SCOPE OF WORK.** GWJ agrees to perform and implement the Project as set forth in the Scope of Work attached hereto as **Schedule A**, and in accordance with the Project Budget, attached hereto as **Schedule B**.

3. **EPB's Obligations.**

- a. 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 \$100,000.00 from the Environmental Protection Fund (the "Fund") to fund the Project, subject to the terms set forth herein and to the availability of lawfully appropriated funds.
- b. To the extent that it is lawfully appropriated by City Council, EPB will disburse the funding set forth in Subsection 3.a. above (the "Funding") pursuant to the following payment schedule, as outlined in **Schedule B**:
 - i. Following final approval of the appropriation, \$50,000.00 shall be disbursed by EPB from the fund to GWJ upon review and acceptance of the consultant RFQ and development of the Community Engagement Plan.
 - ii. The balance of the funding shall be disbursed upon review and acceptance of documentation that GWJ has:
 - a. Secured at least \$94,000 in private and other donations to ensure that the ecological restoration plans are completed to 30%.
 - b. Expended at least \$100,000 toward the project.
- c. EPB further agrees to use its best efforts to promote the Project and share information about the Project with the public.

4. **GWJ Obligations**

- a. GWJ agrees to accept EPB funding in the amount of \$100,000.00 according to the payment schedule set forth above.
- b. GWJ agrees to expend the funds only for the Project in accordance with the budget attached as **Schedule B**, and that any portion of the Funding that is disbursed but not so used will be returned to EPB.
- c. GWJ agrees to provide the services and take other actions as necessary to accomplish the Project in a timely manner.

- d. GWJ shall submit annual reports to the EPB on or before September 15th of each year through September 30, 2023, 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.
- e. GWJ shall ensure that any Consultant retained in accordance with this Agreement shall comply with the minimum insurance requirements outlined in **Schedule C**.
- f. GWJ agrees to the Indemnification **Schedule D**

5. **Term and Renewal.** This Agreement shall commence on the Effective Date and shall continue through September 30, 2023. This Agreement may be extended only with the written agreement of both Parties. The City'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 the City for failure to obtain or make an appropriation for the Project.

6. **Audit.** The City Council Auditor's Office or other duly authorized representative of the City shall have the right to audit the above-named revenues and related expenditures of the project, including any records related to the securement of donations required by the Agreement.

7. **Performance.** GWJ shall ensure that the Project is conducted in a professional manner, using reasonable efforts and abilities on a non-emergency basis.

8. **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.

9. **Force Majeure.** The Parties shall not be liable for any failure or delay in the performance of their obligations under this Agreement due to a force majeure event, including but not limited to acts of civil or military authorities, acts of courts and/or regulatory agencies, war, riot or insurrection, embargoes, sabotage, 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.

10. **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.

11. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter hereof.

12. **Governing State Law/Severability/Venue.** The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida

13. **Public Records.** In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- a. Keep and maintain public records required by City to perform the Project; and
- b. Upon request from City's custodian of public records, provide 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; and
- c. 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 the Agreement term and following completion of this Agreement if Contractor does not transfer the records to City; and

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

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF GWJ HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GWJ'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. **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 Section 768.28, Florida Statutes, 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.

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

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

**WITNESS:
INC.,**

GROUNDWORK JACKSONVILLE,

a Florida Non-Profit Corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

CITY OF JACKSONVILLE, a
Florida municipal corporation

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

Lenny Curry
Mayor

In compliance with Section 24.103(e), *Ordinance Code*, I do 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 the monies provided therein to be paid.

Director of Finance
City Contract No.: _____

Form Approved:

By: _____
Office of General Counsel

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SCHEDULE A - SCOPE OF WORK



Priority Addressed: Project Site Assessment and Preliminary Design

1. Coastal Community Context

Hogans Creek is 2.6 miles long, and encompasses 180 acres of urban land with mixed ownership between the City of Jacksonville (COJ) and private owners. The Creek's watershed is 3.4 square miles, and the Creek is a Class 3 recreational waterway. Its headwaters are in the Brentwood neighborhood and the creek flows south into Historic Springfield and travels south-eastward through part of Historic Eastside, into downtown and through the Cathedral District neighborhood where it empties into the St. Johns River between the Hart and Main Street Bridge.

Hogans Creek, a tributary of the St. Johns River, is influenced by tides and experiences a mixture of fresh and salt water. One report suggests the creek is tidally influenced as far north as 5th Street in Springfield which is 1.5 miles upstream from the River. The creek is home to wildlife like turtles, egrets, ibis, heron, fish, alligators and more. The listed species within the St. Johns River that will benefit from a restored Hogans Creek include Rock Sea Bass, Summer Flounder, Crevalle Jack, Gray Snapper, Red Drum, Pink Shrimp, Brown Shrimp and White Shrimp. A manatee recently was spotted in Hogans Creek.

In the 1920s, famous architect Henry Klutho and a City engineer redesigned Hogans Creek. To control the tidal waters of the creek, it was channelized, bulkheaded, and a series of bridges, concrete balustrades, lakes, tide locks and pumping plants were engineered and installed. COJ later added more bulkhead and a lake feature adjacent to the creek. It also reversed several flood mitigation systems installed by Klutho by filling in marsh areas adjacent to the creek with trash. The infrastructure was not maintained, and the bulkheads and balustrades have largely deteriorated and are falling into the creek (photo included). The entire creek is fully unnatural and separated from its floodplain, leading to increased pollution and a totally unwelcome place for fish. A section of the creek (1,233 feet) has been covered over by UF Health Jacksonville's (University of Florida Health) parking lot.

Flooding has increased over the years due to the actions noted above, and the area also is now experiencing sunny-day flooding due to rising water coming up from the St. Johns River. COJ's Master Stormwater Management Plan (MSMP) identifies 121 structures at risk of flooding, including residential and commercial establishments. These structures lie within the special flood hazard area. A number of these structures are critical facilities, such as the Duval County Health Department, Florida State College at Jacksonville's downtown campus, a hospital, a VA clinic, and a number of Jacksonville Electric Authority facilities, including water and sewer plants. Residents living in an area of Springfield that floods even during

normal storms have created the “Yacht Club,” as they bring out their canoes and kayaks to navigate the flood waters (photo included).

Additionally, five (5) local roads do not meet level of service standards during a 5-year storm event. One arterial road fails to meet level of service for 10-, 25-, and 100-year events. The MSMP recommends adding retention ponds to solve the flooding program, which is a very inferior solution to natural stream restoration. Hogans Creek is listed as the #2 priority in the COJ’s Local Mitigation Strategy, right behind McCoys Creek, identifying the creek as high risk for flooding and storm surge. Contamination also exists in the creek and some of the surrounding land that may be spread by flooding. COJ is currently designing a remediation plan to clean up a site next to the creek as a result of a multi-party brownfield site rehabilitation agreement.

Additionally, the restoration of Hogans Creek is a major component of the City’s Downtown Master Plan created in 2000. There have been multiple concept plans developed for Hogans Creek and its parks, including recommendations for the creek’s ecological restoration. The Project for Public Spaces facilitated a vision plan in 2008 (“...poor flooding and drainage problems have transformed the creek into a liability instead of an asset.”). HDR Engineering created a master plan in 2010. The U. S. Army Corps looked at ecological restoration in 2011. The study only looked at that part of the creek that runs through the Springfield neighborhood and did not look at the entire creek. The Army Corps did not move forward because of the contamination mentioned previously.

COJ’s inability to move from planning to design and implementation to improve its urban waterways is why a Groundwork Trust was formed in Jacksonville in 2014, sought by then Mayor Alvin Brown. Groundwork Jacksonville (GWJax) exists specifically to help COJ clean up its urban land and waterways. The initial impetus to bring a Groundwork Trust to Jacksonville was to respond to the vast need for environmental and community revitalization in the Historic Springfield and Eastside neighborhoods bordering downtown Jacksonville, with the need to restore Hogans Creek a primary driver. Community leaders from these two neighborhoods were members of the steering committee working to bring a trust to Jacksonville.

Along with McCoys Creek, Hogans Creek is one of two urban creeks that will be part of the Emerald Trail, a 30-mile bicycle/pedestrian trail and linear park system. GWJax is leading the design and construction of the trail system in partnership with COJ. The restoration of Hogans Creek is contemplated in the Emerald Trail Master Plan, adopted by the Jacksonville City Council in March 2019.

GWJax has been working with Springfield Preservation and Revitalization (SPAR) and the Historic Eastside Community Development Corporation (HECDC) prior to and since its incorporation in October 2014. Another key stakeholder is Cathedral District Jax-Inc., a non-profit recently formed to revitalize the Cathedral District neighborhood in downtown, located just north of the St. Johns River. The many churches within the Cathedral District (thus its name) led the effort to form the non-profit, which has developed a master plan to guide

redevelopment and revitalization. Residents living within the Hogans Creek watershed are 73% African-American. Forty-six percent of residents are living in poverty.

Key property owners include UF Health Jacksonville, Jacksonville Jaguars, Department of Health, Jacksonville Electric Authority and the Florida Department of Transportation. The St. Johns River Water Management District will be a funding partner through its construction cost-share grant program. The Downtown Investment Authority is a City agency charged with downtown redevelopment. There are four entities who are committed to the revitalization of the Springfield and Eastside neighborhoods that will be involved: LISC Jacksonville, Florida State College at Jacksonville, The Community Foundation for Northeast Florida and Lift Jax.

2. **Activities**

The project will develop a preliminary design and feasibility assessment for the ecological restoration of Hogans Creek to reduce flooding, improve water quality, create habitat for fish and wildlife, and provide nature-based recreation using concepts in natural channel design to fit its watershed and receiving waters. The creek will be designed to benefit colonial wading bird species, migratory birds, and fish utilizing fresh and estuarine waters during various life stages.

Consultant Selection/Outreach

GWJax will develop a Request for Qualifications (RFQ) to seek consultants with expertise in restoring natural stream functions. A selection committee will be formed to include representatives from COJ, the St. Johns Riverkeeper, Jacksonville University, and Groundwork Jacksonville. A consultant will be engaged by January 2021. During the winter of 2020, GWJax will begin talking with the various organizations and key stakeholders located within the Hogans Creek Watershed to inform them of the project timeline. A creek task force will be created to guide the selected consultants during the design process. Residents from the three neighborhoods mentioned previously will be invited to join the task force, as well as a representative from UF Health. As with the McCoys Creek project, the St. Johns Riverkeeper and North Florida Land Trust will be represented on the task force. The Downtown Investment Authority, who has jurisdiction over downtown development, also will be asked to serve on the taskforce, along with City staff from Public Works, Environmental Quality and Parks.

- Request for Qualifications issued after review by City of Jacksonville
- Consultant Selection
- Finalize Community Engagement Plan
- Meet with neighborhood leaders and key stakeholders to inform them on the design process and timeline
- Identify individuals to serve on the Hogans Creek Restoration Project Task Force

Feasibility

The feasibility phase will gather baseline data, review existing conditions, utility and infrastructure conflicts, geotechnical data, permitting and community acceptance which will inform design options, determine potential improvements in risk reduction, and identify and address barriers to moving to the final design and implementation phases. This phase will include an examination of the site's geologic, ecologic, and human history leading up to its current degraded condition. Specific activities will include:

- Data collection and field review
- Convene the project taskforce
- Visioning sessions with residents, developers, businesses and other stakeholders
- Topographic location survey
- Utility Coordination – collection of as-builts and GIS data for project area
- Permitting Evaluation
- Community Data Gathering
- Meetings and Coordination with task force, property owners, and project partners
 - Jacksonville Transportation Authority
 - Florida Department of Transportation
 - City of Jacksonville
 - Jacksonville Electric Authority
 - Pond (Emerald Trail design consultant)
- Task force meets bi-monthly

Alternatives Development and Cost Benefit Analysis

Draft alternatives (options) are formulated to compare costs and benefits of alternatives that will vary in the scope and scale of their aquatic and terrestrial habitat restoration, flood mitigation, water quality improvements, and recreational potential. Natural or nature-based features will be evaluated, as appropriate, for use in the alternatives developed. Opportunities for natural stream corridor restoration will be considered based on where the site presents biophysical potential to support meandering open channels and their floodplains versus other waterbody types. Methods will include natural channel design principles, especially those applicable specifically to Florida streams. The alternatives development approach will consider where and if the biophysical gradients are suitable and identify any limitations regarding soil conditions and existing infrastructure. Specific activities will include:

- *Alternatives development considering fluvial geomorphology, existing geotechnical investigations, contamination or other environmental concerns, and permitting approaches*
- *Alternatives analysis – to balance the science and engineering of the stream design and flood control, and optimize the design for a variety of benefits related to flood mitigation, water quality improvement instream habitat restoration, wetland restoration, community infrastructure and recreation, and climate change resiliency*
- *Cost-benefit analysis to value—in monetary terms—the financial, social, and environmental impact of each alternative and better understand the true value of the design compared to the other alternatives*
- *Preliminary hydrology and hydraulics modeling using the City of Jacksonville’s existing model; typical cross sections will be developed for hydraulic assessments of each of the alternatives*
- *Meetings and coordination with project taskforce and project partners*
- *Follow up with stakeholder groups*
- *Community event (Creek Fest) to gain input on the preferred alternative. This is an opportunity to explain how the proposed concept design would implement flood mitigation, water quality improvements, green and natural stormwater remedies, recreational amenities and other benefits*

Basis of Design Report and Preliminary Design

The results of the feasibility phase, alternatives assessment, cost benefit analysis, and community input will be used to develop a preliminary project design. Specific activities will include:

- *Basis of Design Report summarizing the results of the feasibility and design alternatives assessment and community input from data gathering sessions and the community event*
- *Preliminary design plans depicting the horizontal extents of the master vision for the creek and floodplain restoration and habitat improvements, with selected illustrative cross sections, land ownership, vegetation lists, hazardous waste contamination areas, sewer and water lines, and the geographic extent of the project*
- *Hydrology and hydraulics modeling to confirm the preliminary design is on track to achieving critical thresholds of flood mitigation and other project objectives*
- *Meetings and coordination with project taskforce and project partners*
- *Reveal final preliminary design to key stakeholders, donors and the public. Another opportunity for education on “why” design elements were selected and the water quality and fish benefits they will provide the creek*

Community Engagement

- Education regarding current conditions of Hogans Creek and the benefits of restoration
- Engage the community in the planning and design process
- Listen and discover the community’s desires and concerns
- Cultivate community advocates and stewards

3. Outcome(s)

GWJax proposes to follow the same process as undertaken for the McCoys Creek restoration project that enabled COJ to make a “go no-go” decision on moving forward with the creek’s restoration. GWJax provided a basis of design report, 30% construction plans, and a cost-benefit analysis. This preliminary design plan and reference information were then used to support COJ’s procurement of professional design services for final design and budget planning for construction.

The outcomes for this grant period will be focused on the development of a 30% design for creek, floodplain and habitat restoration along the 2.6-mile Hogans Creek corridor, including locating the various natural treatments and habitats. These plans will be created in a manner supporting logical extensions to future design completion and providing COJ with the information necessary to make a decision regarding the next steps for this project. This preliminary design will provide opportunities for community engagement and include several design-related deliverables as outlined below:

Design Process Outcomes

Qualitative Outcomes

- Community embraces and supports the creek restoration design
- Community more knowledgeable about creek health, causes of flooding, water quality and fish habitat
- COJ approves preliminary design

- Community and COJ committed to finalizing the design
- Project eligible for funding to finalize the design

Design Process Deliverables

- *Preliminary design engineering plans* representing 30% design and depicting the horizontal extents of the proposed land cover for the creek and floodplain restoration, with selected illustrative cross sections, landownership, vegetation lists, hazardous waste contamination areas, sewer and water lines, and the geographic extent of the project
- *Treatments* selected to accomplish important fisheries and passive recreational opportunities by providing habitat for managed and listed species
- *Basis for Design Report* outlining feasibility and recommendations based on a review of fluvial geomorphology, existing geotechnical investigations contamination or other environmental concerns, and permitting approaches
- *Cost-Benefit Analysis* quantifying the potential net return on the restoration investment
- List of *Properties identified for acquisition*, if necessary to implement the design
- *Quantification of expected flood benefits* based on hydraulic modeling of the preliminary design

Outcomes expected beyond the grant period

- Property acquisition if needed
- 60%, 90%, and 100% design deliverables to achieve final design
- Permits secured from the St. Johns River Water Management District and the U. S. Army Corps of Engineers
- Issuance of completed construction drawings for bid
- Contractor selection
- Project construction
- Realization of flood mitigation and other environmental and community benefits

Outcomes expected with implementation

- Pollutant load reductions
- Additional flood management
- Restored floodplain
- Greater resiliency – COJ and the Jacksonville City Council have begun to focus on resiliency. The City Council formed a resiliency committee and is exploring solutions including natural and green solutions. The McCoys Creek project is held up as an example of creating nature-based resiliency. The committee has recommended that COJ hire a resiliency officer
- Restored sinuosity – water does not leave the system as quickly, which increases residence time and subsequent nutrient cycling. Water is better oxygenated as well as it travels around bends in a turbulent flow pattern
- Restored connection with the floodplain – during an overbank event, water from the channel can reach the floodplain where additional nutrient attenuation can occur
- Restored/Stabilized banks – decreases erosion/excessive sedimentation into the stream. Excess sediment smothers aquatic biota.

- Restored In-stream habitat – provides habitat for native plant and fish species. Improves nutrient cycling and sediment transport by allowing water to flow through a variety of in-stream features such as pools, riffles, bends, and large woody debris.
- Restored sediment transport regime – decreases excessive sedimentation into the stream.
- Community uses the space and are stewards of it

4. **Project Team**

Kay Ehas
Gloria McNair
Steve Swann

Kay Ehas

Kay Ehas has more than 15 years of experience in consensus building, networking, recruiting, volunteer management and project implementation. Prior to joining Groundwork Jacksonville, she was Chief Administrative Officer in Jacksonville’s local government working with the City Council and a constitutional office. As a community leader, Ms. Ehas finalized plans, won City Council approval and implemented the Riverside Arts Market (RAM), a concept that had been in development for 15 years. RAM, now in its ninth year, has reinvigorated a previously neglected section of the district, and contributed to significant new development along the Brooklyn corridor. She also successfully negotiated with the Florida Department of Transportation (FDOT) to change its highway project design to significantly reduce its impact on adjacent neighborhoods, and secured the addition of a \$12 million dollar shared-use path connecting Riverside and San Marco. Ms. Ehas volunteered with JCCI for seven years, the preeminent civic engagement and participation organization. There she learned how to be a citizen leader, including running effective meetings, inclusive participation, consensus building, and the committee process, as well as gained extensive knowledge about Jacksonville and community issues.

Ms. Ehas will serve as the overall project manager--the same role she served in for the McCoys Creek project-- ensuring that all affected parties are at the table, managing key COJ relationships, overseeing the project task force, and communicating with key partners and funders.

Gloria McNair

Gloria McNair has 10 years of experience in the areas of community relations and community health

education and outreach. Ms. McNair has effective communication skills, both verbal and written. She also has experience developing and conducting surveys in community settings, exhibits exceptional skill in communicating persuasively with diverse audiences ranging from corporate managers to grassroots community residents. She has demonstrated her ability to establish and maintain effective working relationships with a wide range of stakeholders. Ms. McNair has a Master of Arts in Human Resource Development, a Bachelor of Science in Psychology, and Associate of Science in Environmental Health.

Ms. McNair will lead GWJax’s community engagement and outreach efforts, and recruit volunteers to serve in needed roles.

Steve Swann

Steve Swann has more than 30 years of environmental engineering experience in Southeast US and Caribbean regions. Mr. Swann’s areas of expertise include engineering evaluation, design and permitting for projects in both the terrestrial and marine environments. He has worked with numerous municipal, industrial and agricultural clients to develop methodologies and management systems to help assure sustainability and limit environmental impacts. These efforts required the development of elements such as infrastructure plans, wastewater treatment systems, hydrologic modeling analyses and environmental impact assessments. Many of these efforts required implementation of a variety of site-specific resource management techniques uniquely suited to local environmental, physical and cultural conditions and constraints. Mr. Swann has successfully completed numerous projects including sea level rise vulnerability assessments, TMDL and water quality evaluations, NPDES permitting, design nutrient management systems, stormwater and wastewater treatment system design and wetland system restoration and construction.

Mr. Swann serves on Groundwork Jacksonville’s board of directors. He will assist Kay Ehas with RFQ development, be a voting member of the consultant selection committee, and serve on the Hogans Creek Restoration Project Taskforce.

5. Other

The design process will include getting input from residents and commercial property owners about desired recreational amenities. There are six parks totaling 63 acres along Hogans Creek in the Springfield neighborhood. We will ensure the selected consultants review the previous plans to gather information on previous stakeholder input. Additionally, much of the creek is not currently accessible. It is not only separated from its floodplain, it also is separated from people.

6. Representative Project Photos

Photo 1: Christine Farley, Springfield Improvement Association and Archives. Good view of channelized and constrained Hogans Creek with dilapidated infrastructure.

Photo 2: Kelly Rich, Springfield Preservation and Restoration. Residents living at W. 7th and Silver St. belong to the “Yacht Club” as they bring out their canoes and kayaks when it floods.

Photo 3: Alyssa Bourgoyne, Springfield resident. The orange building in the background is the Department of Health, located near Hogans Creek. Flood waters come up to the building. The historic building in the background is no longer habitable due to flooding.

7. Letters of Support

Groundwork Jacksonville received letters of support for the project from the following individuals/organizations:

Columbia Ventures	Councilmember Gaffney
Congressman Lawson	Historic Eastside CDC
Cathedral District-Jax Inc.	Jacksonville University
Lift Jax	Northeast Florida Regional Council
North Florida Land Trust	St. Johns Riverkeeper
Springfield Preservation and Revitalization	University of Florida Health

SCHEDULE B – PROJECT BUDGET



Budget:

Estimated Costs	Project	Project Costs	NFWF	GWJ	EPB
Survey		\$588,000	\$106,000		
Fish Sampling			\$48,000		
Modeling			\$140,000		
Design				\$100,000	\$70,000
Proj Mgt/Community Engagement				\$94,000	\$30,000
TOTAL ESTIMATED PROJECT COSTS		\$588,000			
TOTAL FUNDING FOR PROJECT			\$294,000	\$194,000	\$100,000
			50%	33%	17%

Payment Schedule:

Estimated Date	Payment Amount	Payment Requirement
Upon Receipt	\$50,000	Review and acceptance of consultant RFQ and Community Engagement Plan
Upon Receipt	\$50,000	Review and acceptance of documentation of \$94,000 in private or other donations to project
TOTAL	\$100,000	

SCHEDULE C
Minimum Insurance Requirements for Consultant(s)

Without limiting its liability under this Agreement, GWJ shall require any Consultant hired under this Agreement to procure prior to commencement of work and maintain at its sole expense, insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Commercial General Liability

	\$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.

Professional Liability

\$1,000,000 per Claim and Aggregate

the Consultant shall maintain professional liability insurance Covering liabilities arising out errors and omissions committed by the consultant. If the coverage is provided on a claims-made basis, the 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.

Additional Insurance Provisions

- A. Additional Insured: The General Liability Insurance shall be endorsed to name GWJ and the City of Jacksonville as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010.**
- B. Waiver of Subrogation. All required insurance policies, except Professional Liability, shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the GWJ and the City of Jacksonville.**

- C. Consultant's Insurance Primary.** The insurance provided by the Consultant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by GWJ or the City of Jacksonville.
- D. Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Consultant. Under no circumstances will GWJ or the City of Jacksonville be responsible for paying any deductible or self-insured retentions related to this Agreement.
- E. 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.

SCHEDULE D
INDEMNIFICATION

GWJ (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City of Jacksonville and the 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 Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s 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 provided under this Contract (the “Service(s)”), 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 Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, 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.