

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** St. Johns River Alliance – Memorandum of Understanding**DEPARTMENT:** Public Works **DIVISION:** Road Operations & Stormwater**AUTHORIZED BY:** W. Gary Johnson **CONTACT:** Mark E. Flomerfelt **EXT.** 5710
W. Gary Johnson, P.E., Director Mark E. Flomerfelt, P.E., Manager
Public Works Department Rd Ops & Stormwater Division**Agenda Date** 7/22/2003 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute the St. Johns River Alliance – Memorandum of Understanding.

BACKGROUND:

In January 2003, over 3,000 people attended the St. Johns River Summit in Jacksonville, Florida. The St. Johns River Working Group developed three primary objectives:

1. Develop restoration goals for the St. Johns River.
2. Create a list of projects that are needed to restore the river.
3. Define a management structure for restoration efforts to oversee and implement restoration projects.

These objectives were developed over a short period through four very productive meetings. This process will incorporate and enhance many ongoing local efforts, the American Heritage River process and watershed activities including ecosystem restoration, cultural and heritage projects, environmental education, access and recreation.

The St. Johns River Alliance will be a true public/private partnership formed under the 501(c)(3) guidelines to collectively pursue grants and other funding opportunities.

Attachment: Memorandum of Understanding**FYI Attachment:** Articles of Incorporation

Reviewed by:	<u>SR</u>
Co Atty:	<u>SR</u>
DFS:	<u>SR</u>
Other:	<u>SR</u>
DCM:	<u>SR</u>
CM:	<u>SR</u>
File No.	<u>CPWS01</u>

St. Johns River Alliance

Memorandum of Understanding

between

**United States Environmental Protection Agency, State of Florida
Department of Environmental Protection, East Central Florida Regional
Planning Council, Northeast Florida Regional Planning Council, and
Subscribing Local Governments**

Whereas, the 310-mile St. Johns River in the State of Florida was officially designated an American Heritage River by the President of the United States on July 30, 1998, in recognition of its ecological, historic, economic and cultural significance, and

Whereas, subsequent thereto, a Partnership Agreement was executed between the United States Environmental Protection Agency, and State of Florida which established the St. Johns American Heritage River Initiative, provided for goals and objectives, provided for a Steering Committee for carrying out the goals and objectives of the program, provided for advisory committees, and provided for participation by federal agencies through the appointment of a River Navigator, and

Whereas, the Steering Committee has worked with its primary partners, the Florida Department of Environmental Protection, St. Johns River Water Management District, and other state and federal partners to raise awareness about the importance of restoration, conservation, and public access relating to the St. Johns River culminating in a River Summit attended by over 1500 people who expressed continued interest in a watershed restoration and enhancement effort; and

Whereas, as a result of the River Summit, the St. Johns Restoration Working Group was convened and concluded that the structure of the American Heritage Rivers Initiative provides the opportunity to convene a public-private partnership to further the goals of the American Heritage Rivers Program and the overall restoration goals of its partners through a new non-governmental organization; and

Whereas, the new St. Johns River Alliance will further the goals of the St. Johns American Heritage River Initiative, and the restoration goals of the Summit and promote, preserve, protect, restore, and celebrate the St. Johns River in recognition of its ecological, historic, economic, recreational and cultural significance, so that the public may gain a greater appreciation and understanding of its importance to the quality of life of current and future generations.

Now Therefore, the parties hereto, do agree as follows:

1. The American Heritage Rivers Initiative Partnership Agreement between the St. Johns River Community*, State, Regional and Federal Agencies, dated December 15, 1999, shall be modified by this agreement.

2. It is mutually agreed that the signatory partners, being those federal agencies, state agencies, and local governments who enter into this agreement, support the St. Johns American Heritage River Initiative, a public private partnership supporting conservation and restoration of the St. Johns River together with promoting ecological, historical, and cultural resources along the St. Johns River.

3. The parties hereto shall cause to be formed the St. Johns River Alliance, a Florida not for profit federal tax exempt corporation to facilitate intergovernmental and public support, whose mission will be to promote, preserve, protect, and celebrate the St. Johns River as an American Heritage River in recognition of its ecological, historic, economic, recreational, and cultural significance, and to further conservation and restoration efforts so that the public may gain a greater appreciation for its importance to the quality of life of current and future generations.

4. Each of the state and local agencies who subscribe to this agreement agree to appoint an individual to serve at its pleasure on the Board of Directors of the St. Johns River Alliance, Inc, pursuant to the Articles of Incorporation and By-Laws of the corporation.

5. The parties hereto acknowledge that that the St. Johns River Alliance, Inc., may seek grants, contracts, and other agreements among the supporting agencies and from other agencies, foundations, and donors to further its mission. The parties also acknowledge that the entity created by this agreement may advocate specific policy initiatives before public agencies who are signatories to this agreement subject to limitations set forth in the Internal Revenue Code.

* The River Community consists of the nominating city, the City of Jacksonville, Florida, as well as local governments along the banks of the entire stretch of the St. Johns River, area government agencies, business, agricultural, historic/cultural, recreation, environmental, tourism, and community groups and citizens.

6. This agreement contemplates that the Environmental Protection Agency will continue to employ a River Navigator who will, consistent with their official duties, be staff coordinator for the St. Johns River Alliance, Inc. and may give technical direction to employees and contractors of the Alliance, however personnel decisions such as the hiring, firing and promotion of employees, and the hiring, termination and day to day management of contractors is the responsibility of the Board of Directors of the St. Johns River Alliance.

7. The parties continue to acknowledge that no part of the St. Johns American Heritage River Initiative or this agreement, or the creation of the St. Johns River Alliance, Inc. constitute any change in the existing land use, water use or water and air quality controls enacted by federal, state or local governments with jurisdiction over or along the St. Johns River; nor shall this agreement be construed to beneficially or adversely affect the property rights of land owners; nor shall it impede affected state, local or federal governments from fully exercising any regulatory authority they may already have or hereafter acquire independent of this agreement. It is not intended to transfer funds to or from the Federal agencies that are signatories to the agreement.

8. Public/Private Partnership Structure

A. Board of Directors. The Board of Directors of the St. Johns River Alliance, Inc. shall assume the role of the Steering Committee for the St. Johns River American Heritage River Initiative (AHRI) as set forth under the original partnership agreement.

The membership shall consist of the following:

- An individual appointed by the Mayor of Jacksonville
- An individual appointed by the Director of the Northeast District of the Florida Department of Environmental Protection, and an individual appointed by the Director of the Central District of the Florida Department of Environmental Protection
- An individual appointed by the County Commission or Council of each of the following counties: Clay, St. Johns, Putnam, Lake, Flagler, Volusia, Brevard, Seminole, Orange, Osceola, and Indian River.
- An individual each appointed by the North East Florida Regional Planning Council and the East Central Florida Regional Planning Council.

- Nine citizens elected by the Board of Directors being equally divided between the upper, middle, and lower basins of the St. Johns River. The citizens shall be dedicated to support the mission of the organization and generally represent conservation, education, science and/or business interests relating to the St. Johns River.

B. Advisory Committees. Advisory Committees shall be established for each of the three basins of the river (Lower, Middle and Upper, as defined by the St. Johns Water Management District) to identify needs and priorities for their respective portions of the river. For each of the basins there shall be a Technical Advisory Committee and a Citizen Advisory Committee. Membership of these advisory committees will be set forth in the By-Laws of the St. Johns River Alliance, Inc. The Advisory Committees shall make recommendations to the Steering Committee.

C. Planning and Management Committee. There shall be a Planning and Management Committee consisting of representatives of the Basin Advisory Committees, as more particularly set forth in the By-Laws, who shall organize and synthesize information from the Basin Advisory Committees for presentation to the Board.

D. Federal Agencies. The National Environmental Policy Act, 42 U.S.C. 4332(g), authorizes Federal agencies to provide States, counties, municipalities, institutions and individuals with advice and information useful in restoring, maintaining, and enhancing the quality of the environment. Executive Order 13061 establishes the American Heritage Rivers Initiative and encourages agencies to support community efforts under the Initiative. Federal agencies included in this agreement are: the Department of Agriculture (Forest Service, Natural Resource Conservation Service, and Rural Development), Department of Commerce (Economic Development Administration), Department of Defense (Army Corps of Engineers), Department of Housing and Urban Development, Department of the Interior (National Park Service, Fish and Wildlife Service, and U.S. Geological Survey), the Environmental Protection Agency, and the Small Business Administration, and any other signatory federal departments or agencies that could assist in carrying out and implementing priorities and plans defined by the river community. Upon request, Federal signatory agencies may provide programmatic and technical advice to the Board and Advisory Committees, to the extent such advice is consistent with a federal agency's authorities and funding.

E. State and Regional Agencies. The State agency include is the Department of Environmental Protection. It is anticipated that there will be continued support from the East Central Florida Regional Planning Council, and Northeast Florida

Regional Planning Council and any other state departments, agencies and programs that could assist in carrying out and implementing priorities and plans defined by the river community. Besides serving on the Board as described above, state and regional signatory agencies will provide programmatic and technical advice to the Board and Advisory Committees, when requested.

F. Sponsoring Federal Agency - Environmental Protection Agency. The U.S. Environmental Protection Agency is the sponsor agency of the American Heritage Rivers Initiative. EPA has broad authority under environmental statutes, including ' 104(b) of the Clean Water Act, 33 USC ' 1254(b), to cooperate with state and local governments and private agencies in efforts to protect the environment. EPA will continue to appoint a River Navigator to serve as liaison to the Alliance. The parties to this agreement acknowledge that EPA participation is subject to availability of Congressionally appropriated funding.

G. River Navigator. The role of the River Navigator shall be to (1) provide information regarding the availability of federal assistance for projects which support the river community's plan and priorities for the St. Johns River (2) serve as liaison between the river community, the federal government, the state and local governments and private sector interests, (3) provide other informational services, (4) offer technical advice to Board Members, employees and contractors of the Alliance_ and (5) serve as a community facilitator.

H. Membership Expansion and Cooperative Assistance. Any organization that offers assistance to the St. Johns River community in implementing plans consistent with the goals of the American Heritage Rivers Initiative may become a party to this agreement with the concurrence of the Board. The Board may request assistance from all federal, state and local agencies and programs, regardless of membership status, that, in the opinion of the Committee, would advance the purposes of the St. Johns River designation as an American Heritage River. This document in no way restricts any individuals or agencies party to this agreement from participating in similar activities with any public or private agencies, organizations or individuals.

9. Goals and Responsibilities

The goals of the St. Johns River Alliance will be to foster appropriate action to conserve, restore, and enhance the St. Johns River and improve the quality of life in communities along its banks. As appropriate, the federal and state partners will assist the community in identifying possible funding and/or cost-share sources to support projects and programs identified by the river community to improve the river; provide technical support to the river community; coordinate federal and state efforts through a partnership to support the vision and goals of the river

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community; and facilitate outreach and information on American Heritage River projects.

10. Evaluation of Success.

The signatories agree to periodically review progress made under this agreement and renegotiate the agreement, if necessary, to ensure that the American Heritage Rivers partnership effort is meeting the river community's needs.

11. Terms and Modifications of the Agreement

This Agreement shall be effective when signed by all parties for five years from that date. Any party may recommend modifications to this agreement. However, the modifications will be effective only upon written concurrence of a majority of signatories hereto.

12. St. Johns River Alliance, Inc. Attached hereto is a copy of the Articles of Incorporation of St. Johns River Alliance, Inc. the non-governmental organization to be created to establish the framework for the public-private partnership to carry out the goals, objectives, and programs of the St. Johns American Heritage River Initiative as set forth in this agreement.

13. Termination.

Any party may withdraw from this agreement at any time, by writing a letter to the Chairman of the Board of Directors in which the party states that it resigns from the St. Johns River Alliance, Inc.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT BETWEEN THE PARTIES LISTED BELOW:

Mayor
City of Jacksonville

Administrator Region IV
Environmental Protection Agency

Director
Northeast District, FDEP

Director
Central District, FDEP

Chair
Northeast Florida Regional Planning Council

Chair
Lake County Commission

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Chair
East Central Florida Regional Planning Council

Chair
Volusia County Council

Chair
Clay County Commission

Chair
Seminole County Commission

Chair
St. Johns County Commission

Chair
Brevard County Commission

Chair
Putnam County Commission

Chair
Orange County Commission

Chair
Flagler County Commission

Chair
**Indian River County
Commission**

Chair
Osceola County Commission

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County, Florida

By: _____
Daryl McLain, Chairman
Board of County Commissioners

Date:

For the use and reliance of
Seminole County only.
Approved as to form and legal
sufficiency.

As authorized for execution by the Board of
County Commissioners at their
_____, 2003 regular meeting



County Attorney

7/2/03
Date

**ARTICLES OF INCORPORATION
OF
ST. JOHNS RIVER ALLIANCE, INC.**

The undersigned, for the purpose of becoming incorporated under Chapter 617 of the laws of the State of Florida, applicable to corporations not for profit, do hereby submit the following Articles of Incorporation :

**ARTICLE I
Corporate Name**

The name of the corporation shall be the St. Johns River Alliance, Inc. and the principal office location and mailing address shall be 701 San Marco Boulevard, Suite 7W Jacksonville, Florida 32207.

**ARTICLE II
Corporate Purpose**

This Corporation is organized exclusively for charitable, and educational purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law. This Corporation is organized specifically for the purposes of public education and conservation to promote, preserve, protect, restore, and celebrate the St. Johns River as an American Heritage River in recognition of its ecological, historic, economic, recreational, and cultural significance, so that the public may gain a greater appreciation for its importance to the quality of life of current and future generations; and to engage in any lawful purposes not for pecuniary profit.

The corporation is constituted so as to attract support from contributions, directly or indirectly, from a representative number of persons in the area in which it operates and has not been formed for pecuniary profit or financial gain, and no part of the assets, income or profit of the Corporation is distributable to, or inures to the benefit of, its directors or officers; provided however, reasonable compensation as set by the Board of Directors may be paid for services rendered to or for the Corporation.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this certificate, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or by a corporation contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

ARTICLE III

Corporate Powers

For such purposes, and operating without profit, and in the manner herein stated, the corporation shall have the power to:

- A. Engage in any and all activities which may be deemed necessary or appropriate for the proper and successful attainment of the objects and purposes for which this corporation was created.
- B. Solicit, accept, hold and administer contributions, grants, or otherwise received by deed, gift, will, ordinance, statute or otherwise, either in trust or otherwise; to own, hold, operate and administer or dispose as corporate assets consistent with the corporate purpose.

ARTICLE IV

Board of Directors

All corporate powers shall be exercised by or under the authority of, and the affairs of the Corporation shall be managed by, its Board of Directors. The Board of Directors shall consist of such number of persons as shall be fixed pursuant to the Bylaws from time to time, but shall not be less than the minimum number prescribed by applicable Florida law at the time the size of the Board is being fixed. The qualifications to serve as a director, the rights and powers of the directors, and the method of appointment or election of directors shall be as specified in the Bylaws. Until otherwise stated in the by-laws the Board of Directors shall consist of:

An individual appointed by the Mayor of Jacksonville

An individual appointed by the County Commission or Council of each of the following counties: Clay, St. Johns, Putnam, Lake, Flagler, Volusia, Brevard, Seminole, Orange, Osceola, and Indian River

An individual each appointed by the Northeast Florida Regional Planning Council and the East Central Florida Regional Planning Council

Nine citizens elected by the Board of Directors being equally divided between the upper, middle, and lower basins of the St. Johns River. The citizens shall be dedicated to support the mission of the organization and generally represent conservation, education, science and/or business interests relating to the St. Johns River.

The Corporation has three (3) directors initially, who shall serve until the organizational meeting of the Board of Directors or until their successors are elected and qualify. The names and addresses of the initial directors are:

1. John Delaney, 117 W. Duval Street Jacksonville, FL 32202
2. Pat Northey, 123 W. Indiana Ave. DeLand, FL 32720
3. Nancy Harris, 514 St. Johns Ave. Palatka, FL 32177.

ARTICLE V

Duration

The term for which this Corporation shall exist shall be perpetual. In the event of the dissolution of this Corporation, any assets of said corporation then remaining shall be distributed to Preservation Project Jacksonville, Inc., or such organizations as shall qualify under Section 501 (c) (3) of the Internal Revenue Code of 1986 as amended.

ARTICLE VI

Members

Unless otherwise provided in the by-laws, there shall be no members of the corporation.

ARTICLE VII

INDEMNIFICATION

(a) The Corporation shall indemnify any person who is or was a party to any proceeding by reason of the fact that such person is or was a director or officer of the Corporation or its subsidiaries, to the fullest extent not prohibited by law, for actions taken in the capacity of such person as a director or officer of the Corporation or its subsidiaries. To the fullest extent not prohibited by law, the Corporation shall advance indemnification expenses for actions taken in the capacity of such person as an officer or director, within twenty (20) days after receipt by the Corporation of (1) a written statement requesting such advance, (2) evidence of the expenses incurred, and (3) a written statement by or on behalf of such person agreeing to repay the advanced expenses if it is ultimately determined that such person is not entitled to be indemnified against such expenses.

(b) The Corporation by action of its board of directors, in its sole discretion, may indemnify any person who is or was a party to any proceeding, by reason of the fact that such person is or was an employee or agent of the Corporation or its subsidiaries, to the fullest extent not prohibited by law, for actions taken in the capacity of such person as an employee or agent of the Corporation or its subsidiaries. The Corporation by action of its board of directors, in its sole discretion, may advance indemnification expenses for actions taken in the capacity of such person as an employee or agent, after receipt by the Corporation of (1) a written statement requesting such advance, (2) evidence of the expenses incurred, and (3) a written statement by or on behalf of such person agreeing to repay the advanced expenses if it is ultimately determined that such person is not entitled to be indemnified against such expenses. Absent specific action by the board of directors, the authority granted to the board of directors in this paragraph (b) shall create no rights in the persons eligible for indemnification or advancement of expenses and shall create no obligations of the Corporation relating thereto.

ARTICLE VIII

Amendments and By-Laws

These Articles of Incorporation may be amended by the directors of the Corporation at a regular meeting or a special meeting of the directors called for that purpose by a two-thirds vote of those present. The By-Laws of this Corporation shall be made, altered and rescinded by a majority vote of the Directors present and voting at any regular meeting of the Directors or at a special meeting called for that purpose.

ARTICLE IX

Registered Office

The street address of the initial registered office of this Corporation is 200 South Orange Ave Suite 2600 Orlando, Florida 32810 and the name of the initial registered agent is Clay Henderson.

ARTICLE X

Incorporator

The name and address of the incorporator is John Delaney 117 W. Duval Street Jacksonville, FL 32202.

IN WITNESS WHEREOF, the undersigned incorporators have hereunto set their hand and seal this _____ day of June 2003.

Signed, Sealed and Delivered

In the Presence of:

_____ (Type or Print Name)

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing Instrument was acknowledged before me this ____ day of June, 2003, by John Delaney who is personally known to me [] or who has produced _____ as identification.

Notary Public/State of Florida at Large

My Commission Expires:

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENCY UPON WHOM
PROCESS MAY BE SERVED.**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That St. Johns River Alliance, Inc. desiring to organize under the laws of the State of Florida, with its principal office at the City of Jacksonville, County of Duval, State of Florida as set forth in the Articles of Incorporation, has named Clay Henderson, located at 200 South Orange Avenue Suite 2600 Orlando, Florida 32810 as its Registered Agent to accept service of process on the corporation's behalf within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping said office.

By: _____
Designated Agent