

MEMORANDUM OF AGREEMENT FOR THE SECOND ST. JOHNS RIVER ACCORD, BY AND AMONG  
THE CITY OF JACKSONVILLE, THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, JEA, AND  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE

This Agreement is made this \_\_\_\_\_ of \_\_\_\_\_, 2024, by and among the **CITY OF JACKSONVILLE** (“City”), a body corporate and politic, and a consolidated government within the State of Florida, 117 W. Duval Street, Jacksonville, FL, 32202, **JEA**, a body politic and corporate, whose address is 225 N Pearl St, Jacksonville, FL 32202 (“JEA”), the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, a political subdivision of the State of Florida, whose address is 8800 Baymeadows Way W, Jacksonville, FL 32256 (“FDEP”), and the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose business address 7775 Baymeadows Way, Jacksonville, FL 32256 (“SJRWMD”).

Whereas, the City, JEA, FDEP, and SJRWMD, (collectively, the “Parties”) entered into a memorandum of agreement for the St. Johns River Accord to work cooperatively to implement projects and goals established in the 2006 Lower St. Johns Basin Accord.

Whereas, the goals of the 2006 Lower St. Johns River Basin Accord succeed in \$350 million (\$200 million from JEA and \$150 million from the St. Johns River Water Management District) investments to replace, upgrade, and expand JEA’s wastewater treatment plants. This resulted in the closure of six old JEA wastewater treatment plants and upgrading five other JEA plants to reduce nitrogen levels.

Whereas, Basin Management Action Plan (BMAP) had a December 2023 goal to reduce nitrogen levels by 107 metric tons. As of early 2022, the City will not meet this goal.

Whereas, \$200 million for a septic tank phase-out program was invested and as a result, 1000 failing tanks were removed. As of the 2023 The State of the River Report, 21,061 septic tanks still are in use in neighborhoods marked as “high priority.” It is estimated 60,000 septic tanks are still in use throughout the City.

Whereas, \$150 million funds were committed to prevent stormwater runoff from contaminating waterways. As a result, the stormwater management plan was updated --- and ?

Whereas, \$42 million was dedicated to improve public access to waterways, resulting in upgrades to existing parks on the waterways, the creating of new boat ramps and parks with river access, and the development of a Maritime Management Plan for Duval County.

NOW THEREFORE, in consideration of the foregoing premises, which are made part of this MOU, the City, JEA, FDEP, and SJRWMD, hereby agree as follows:

The City will present an annual report showing the progress of specific goals and metrics. These goals will be listed under the six categories listed below:

- A. Water Quality, to include but not limited:
  - a. Dissolved Oxygen levels
  - b. Nitrogen levels
  - c. Phosphorous levels
  - d. Nutrient loads
- B. Water Supply, to include but not limited to:
  - a. Projections on needed water supply for Duval County
  - b. Listed projects to accomplish water supply goals
- C. Septic System Phase Out
- D. Strengthening our Tributaries
- E. River Access and Recreation
- F. Resilience and Flood Protection

The annual report will also provide policy recommendations for both the State and City legislative bodies to consider as a seventh category. The Annual Report will include and expand upon the policy recommendation from Exhibit B

Exhibit A of this MOU details the projects, goals, and metrics the Parties agree to prioritize and accomplish within \_\_\_ years.

All Parties will establish the necessary procedures to facilitate timely and accountable implementation of this MOU.

This MOU is entered into by the Parties under the following authority:

- A. The District enters into this MOU under the authority of section 373.083, Fla. Stat., which authorizes the Governing Board to enter into agreements with other public agencies to accomplish the directives and goals of chapter 373.
- B. The City enters into this MOU under the authority of the Charter of the City of Jacksonville.

C. JEA enters into this MOU under the authority of section 21.04 of the Charter of City of Jacksonville.

This MOU shall commence on the date of full execution as evidenced by the date the last Party signs the MOU, and shall remain in full effect for \_\_\_ years unless terminated by either of the Parties.

This MOU may be amended by mutual consent of all parties.

This MOU may be terminated for convenience by any Party with thirty days notice.

This MOU sets forth the framework for negotiations of the parties regarding potential investments and no party hereto shall have any obligation with respect thereto, unless negotiations result in mutually acceptable definitive agreements regarding such potential investment and such definitive agreements are authorized and approved by the legislative bodies of the City, SJRWMD, JEA and/or, FDEP, as the case may be.

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#### EXHIBIT A

Expanded Description and goals for each project.

##### Water Quality

1. [Lead agency] to develop a continuing robust public relations campaign to educate residents about residential fertilizers and their impact on our waterways, low maintenance zones, and fertilizer free zones (Rick Hartley).
  - i. Include additional partners such as Duval County Public Schools (Lisa Rinaman).
2. [Insert Recommendation from Dr. Pinto and FDEP for a reduction in bio solids]
3. [Insert Recommendation from Lisa Rinaman and FDEP for a reduction in fecal bacteria]
4. [Insert Recommendations from Lisa Rinaman for upstream partnerships and reduction of MDL]
5. [Insert Recommendations from Lisa Rinaman for increase sea grass protections and growing programs]

##### Water Supply

1. [Insert projects from each party to increase the water supply]

#### Septic System Phase Out

1. [Insert JEA Recommendations to hasten the reduction of failing septic systems]

#### Strengthening Tributaries

1. [Insert Recommendation from Lisa Rinaman to reduce fecal matter in tributaries]
2. [Insert Recommendation from Dr. Gerry Pinto and SJRMD to strengthen communications with and encourage the HOA's who border tributaries adopt best practices.

#### River Access and Recreation:

1. Deploy two new artificial reefs in the St. Johns River and/or tributaries in Duval County to enhance recreational fishing. JWC in conjunction with local universities, fishing and sportsmen clubs will identify the most advantageous locations, with suitable environments and riverbed stability, and work with governmental agencies and other to install. (Rick Hartley).
2. Increase acquisition of land as proposed in the Duval County Maritime Management Plan for future development and access to the River (Brian Burkett).
3. Commit to increasing opportunities for access on the waterways amongst the Parties by circulating future proposed projects and developments amongst the other Parties to allow for partnerships (Brian Burket).

#### Resilience and Flood Protection

1. City of Jacksonville Tree Commission to develop a plan to restore the shoreline trees. Include Parks and Recreation Department land in the location considerations (Shannon A. MacGillis).

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## EXHIBIT B

Expanded Description and goals for each project.

**POLICY RECOMMENDATION 1: Increase the number of “fertilizer free zones” within Duval County**

**REASONING:** The application of fertilizers near the river causes higher than usual nutrient levels, harming the water quality of the river.

**POLICY RECOMMENDATION 2: If a parcel or multiple parcels together, are permitted for development and exceed X number of trees, within X from a river or estuary, then an analysis by X to assess the potential impact on the water quality must be submitted to the Planning Department (Richard Redick)**

**POLICY RECOMMENDATION 3: Formalize the Chief Resiliency Office participation in the permitting process for bulkheads.(Richard Redick)**