

MEMORANDUM OF UNDERSTANDING

Florida Wildflower Foundation BEE CITY PROGRAM

This Memorandum of Understanding ("Agreement") is an agreement made and entered into this ____ day of _____, 2022, by and between the CITY OF GAINESVILLE, a Florida municipal corporation ("City"), and the FLORIDA WILDFLOWER FOUNDATION, a Florida not-for-profit corporation ("FWF"), collectively referred to as the "Parties":

WHEREAS, the purpose of this Agreement is to clarify the roles and responsibilities of the Parties joining in partnership to develop, implement, operate, and support the BEE CITY PROGRAM ("PROGRAM") as described herein, a certification program offered by BEE CITY USA, a national not for profit corporation; and

WHEREAS, the Parties mutually desire to collaborate on the PROGRAM to support and encourage healthy pollinator habitat creation and enhancement in the City of Gainesville; and

WHEREAS, the Parties have mutually agreed on the PROGRAM structure and intend to contribute to the overall success of the PROGRAM by serving in specified roles as outlined in this Agreement; and

WHEREAS, the CITY authorizes the FLORIDA WILDFLOWER FOUNDATION ("FWF") to serve as the entity responsible for convening, facilitating, and managing the GAINESVILLE BEE CITY COMMITTEE ("COMMITTEE") and related responsibilities as outlined in this Agreement.

NOW AND HENCEFORTH, the Parties agree as follows:

1. This Agreement will be valid for an initial pilot period until Dec 31, 2023, with the opportunity to renew annually, per calendar year, as appropriate and agreed upon by the Parties in writing.
2. The FWF shall ensure that the COMMITTEE complies with all applicable Sunshine Law requirements as provided in Section 286.011, Florida Statutes.
3. The COMMITTEE will host at least one educational event or pollinator habitat planting or restoration each year to showcase the CITY's commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.
4. The CITY will install and maintain at least one authorized BEE CITY USA street sign in a prominent location within the City of Gainesville limits.
5. The COMMITTEE will collaborate with the CITY to create content to be published on a webpage on the CITY website which includes, at minimum a copy of the PROGRAM Resolution and links to the national BEE CITY USA website; contact information for the BEE CITY USA Liaison and COMMITTEE; reports of the pollinator-friendly activities the community has

accomplished the previous year(s); and recommended native plant species list and integrated pest management plan (explained below). The CITY will have administrative rights to the webpage and content access. The COMMITTEE will contribute to the content creation and maintenance.

6. The COMMITTEE will develop and implement a recommended program to create or expand pollinator-friendly habitat on public and private land, which may include but is not limited to, identifying and inventorying the CITY property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species; and, tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.
7. The COMMITTEE will create a recommended integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods. The CITY reserves the authority to make final decisions regarding implementation of any policies and/or best practices recommended by the COMMITTEE.
8. The CITY will establish a policy in the ImagineGNV Plan of the City of Gainesville's Comprehensive Plan to acknowledge and commit to the BEE CITY USA designation and review the ImagineGNV Plan and other relevant documents to consider improvements to pest management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.
9. After completing the first calendar year of the PROGRAM, each February the COMMITTEE will apply for renewal of the City of Gainesville's BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year's BEE CITY USA activities, and paying the renewal fee based on the City of Gainesville's population. The COMMITTEE will be responsible for securing funds to pay the annual renewal fee.
10. The Parties agree to be responsible for their respective negligent acts or omissions which in any way relate to or arise out of this Agreement. The CITY fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida.
11. This Agreement shall be interpreted and governed by the laws of the State of Florida, notwithstanding its conflict of laws provisions. Any and all legal action necessary to enforce this Agreement will be held in the 8th Judicial Circuit of the State of Florida.
12. SEVERABILITY. If any provision of this Agreement is declared void or unenforceable by a court of law, or in an arbitration proceeding, the remaining provisions will remain in full force and effect.
13. The obligations of the CITY as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available

funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Agreement.

14. Florida has a very broad public records law and certain records of the COMMITTEE may be considered public records. Accordingly, by entering into this Agreement with the CITY, the COMMITTEE must:
 - a. Keep and maintain public records required by the CITY to perform the service.
 - b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - 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 the Agreement if the COMMITTEE does not transfer the records to the CITY.
 - d. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the COMMITTEE or keep and maintain public records required by the CITY to perform the service. If the COMMITTEE transfers all public records to the CITY upon completion of the Agreement, the COMMITTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COMMITTEE keeps and maintains public records upon completion of the Agreement, the COMMITTEE 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 information technology systems of the CITY.

IF THE COMMITTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMMITTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-393-8658; KIRCHMAND1@CITYOFGAINESVILLE.ORG; OR STRATEGY, PLANNING AND INNOVATION, P.O. BOX 490, STATION 7, GAINESVILLE, FL 32627.

15. COMMITTEE shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Agreement. COMMITTEE understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of the Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

16. ASSIGNMENT OF INTEREST. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
17. THIRD PARTY BENEFICIARIES. This Agreement does not create any relationship with, or any rights in favor of, any third party.
18. LAWS & REGULATIONS. The COMMITTEE is presumed to be familiar with, and will comply with, all laws, ordinances, regulations, and requirements applicable to the work required by this Agreement.
19. NON-WAIVER. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
20. AMENDMENTS. The parties may amend this Agreement only in writing signed by both Parties hereto.
21. CONSTRUCTION. This Agreement shall not be construed more strictly against one party than the other merely by virtue of having been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, understandings, or representations.

FLORIDA WILDFLOWER FOUNDATION:

CITY OF GAINESVILLE:

Stacey Matrazzo
Executive Director

Cynthia Curry
Interim City Manager

Date: _____

Date: _____

Approved as to form and legality:

Interim City Attorney