4	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

10/20/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **August 26, 2026**

FROM: **Mathieu de Bruin, Principal Resiliency Planning Analyst** **PHONE:** **904 209-0419**

SUBJECT OR TITLE: **A Memorandum of Understanding between the County, the Guana Tolomato Matanzas National Estuarine Research Reserve, the University of Florida Whitney Laboratory, and the North Florida Land Trust for coastal habitat research, rehabilitation, restoration, and enhancement projects.**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

Coastal wetland habitats perform a vast array of ecosystem functions. Research, restoration, rehabilitation, or enhancement of these habitats is of critical importance to protecting residents and infrastructure. Partnering with the Guana Tolomato Matanzas National Estuarine Research Reserve, the University of Florida Whitney Laboratory, and the North Florida Land Trust in planning and implementation of such projects will improve the County's resilience against flooding. The attached Memorandum of Understanding for Coastal Research, Rehabilitation and Restoration Projects provides a framework within which the County and these partners will work together to pursue coastal wetland research, restoration, rehabilitation, and enhancement projects.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2026-_____, approving and authorizing the County Administrator, or designee, to execute the Memorandum of Understanding between the Guana Tolomato Matanzas National Estuarine Research Reserve, the University of Florida Whitney Laboratory, the North Florida Land Trust and St. Johns County for Coastal Rehabilitation and Restoration Projects, in substantially the same form as attached hereto.

For Administration Use Only:
Legal: Kealey West 10/6/2026 **OMB: ARM 10/6/2026** **Admin: Brad Bradley 10/8/2026**

RESOLUTION NO. 2026 -_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS AND REQUIREMENTS OF THE MEMORANDUM OF UNDERSTANDING WITH THE GUANA TOLOMATO MATANZAS NATIONAL ESTUARINE RESEARCH RESERVE, THE UNIVERSITY OF FLORIDA WHITNEY LABORATORY, AND THE NORTH FLORIDA LAND TRUST; AUTHORIZING THE CHAIR AND THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT.

RECITALS

WHEREAS, coastal wetland habitats perform a vast array of ecosystem functions; and

WHEREAS, restoration, rehabilitation, or enhancement of these habitats is of critical importance to protecting residents and infrastructure; and

WHEREAS, partnering with the Guana Tolomato Matanzas National Estuarine Research Reserve, the University of Florida Whitney Laboratory, and the North Florida Land Trust in research, planning, and implementation of such projects will improve the County's resilience posture; and

WHEREAS, this Memorandum of Understanding provides a framework within which the County, the Guana Tolomato Matanzas National Estuarine Research Reserve, the University of Florida Whitney Laboratory, and the North Florida Land Trust will work to pursue research, planning, and implementation of coastal wetland habitat restoration, rehabilitation, or enhancement projects; and

WHEREAS, staff will seek grant funding for project planning and implementation; and

WHEREAS, the County has determined that accepting the terms of and entering into the Agreement serves a public purpose and is in the interest of the County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms, conditions and requirements of the Memorandum of Understanding and authorizes the Chair and the County Administrator to execute the Agreement on behalf of the County.

Section 3. To the extent there are typographical errors that do not substantively change the tone, tenor or concept of this resolution, this resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th of October 2026.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Clay Murphy, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller
By: _____
Deputy Clerk

MEMORANDUM OF UNDERSTANDING

Among

Florida Department of Environmental Protection,
Guana Tolomato Matanzas National Estuarine Research Reserve (GTM NERR)
and
University of Florida,
Whitney Laboratory for Marine Bioscience, Osborne Laboratory
and
St. Johns County, Florida
and
North Florida Land Trust

Regarding Research Funding and Access for the University of Florida Osborne Laboratory to Conduct Scientific Research on Lands and Waters Managed by St. Johns County

I. PARTIES

This Memorandum of Understanding ("MOU") is entered into by and among the following four Parties:

1. **Florida Department of Environmental Protection, Guana Tolomato Matanzas National Estuarine Research Reserve (GTM NERR)**, a program of the Florida Department of Environmental Protection (**"FDEP/GTM NERR"**);
2. **University of Florida, Whitney Laboratory for Marine Bioscience, Osborne Laboratory**, on behalf of **Dr. Todd Osborne**, Principal Investigator (**"Research Team"**);
3. **St. Johns County, Florida**, a political subdivision of the State of Florida (**"County"**); and
4. **North Florida Land Trust**, a nonprofit conservation organization organized under the laws of the State of Florida (**"NFLT"**).

FDEP/GTM NERR, the Research Team, the County, and NFLT are collectively referred to herein as the "Parties."

II. PURPOSE

The purpose of this MOU is to establish a cooperative four-party framework under which:

1. FDEP/GTM NERR will provide funding to support research activities conducted by Dr. Todd Osborne and the Research Team;
2. The Research Team will conduct scientific research on marine and estuarine systems; and
3. St. Johns County will facilitate research access to lands, waters, and/or facilities under its jurisdiction.
4. North Florida Land Trust will facilitate research access to wetlands, water access sites, and other conservation lands under its ownership or management that are relevant to the research.

The research is intended to advance scientific understanding of marine and estuarine systems consistent with the mission of GTM NERR, the environmental stewardship objectives of St. Johns County, and the conservation mission of North Florida Land Trust.

III. ROLES AND RESPONSIBILITIES

A. FDEP/GTM NERR shall:

1. Provide funding to the Research Team in amounts and on a schedule set forth in a separate funding agreement or grant award incorporated by reference herein.
2. Coordinate with the Research Team and the County to facilitate research access as appropriate.
3. Review and receive copies of research findings, reports, and relevant datasets derived from research conducted on County-managed lands and waters.
4. Comply with all applicable state laws, regulations, and policies governing the expenditure of public funds.

B. Research Team (University of Florida / Dr. Todd Osborne) shall:

1. Conduct scientific research on lands and waters managed by St. Johns County, in accordance with the scope of work agreed upon with FDEP/GTM NERR.
2. Obtain and maintain all required federal, state, and local permits and approvals prior to commencing field activities.
3. Comply with GTM NERR research policies, site-specific conditions, and all applicable County regulations and land-use restrictions.
4. Minimize disturbance to natural resources, wildlife, habitats, infrastructure, and public access.
5. Restore any disturbed areas to pre-research condition, as practicable.
6. Provide FDEP/GTM NERR and the County with copies of published findings, reports, and relevant datasets derived from research conducted on County-managed property.
7. Maintain appropriate insurance or self-insurance coverage through the University of Florida for all personnel conducting research activities.

C. St. Johns County shall:

1. Provide reasonable access to designated sites within County-managed lands and waters for research activities conducted by the Research Team.
2. Coordinate in advance with the Research Team regarding access logistics, site conditions, and any applicable land-use restrictions.
3. Review and receive copies of research findings and reports related to County-managed lands and waters.

D. North Florida Land Trust shall:

1. Provide reasonable access to designated wetlands, water access sites, and other conservation lands owned or managed by NFLT for research activities conducted by the Research Team, subject to NFLT's conservation easements, deed restrictions, and stewardship obligations.
2. Coordinate in advance with the Research Team and FDEP/GTM NERR regarding access logistics, site conditions, and any applicable restrictions on NFLT-managed properties.
3. Review and receive copies of research findings and reports related to NFLT-managed lands and waters.
4. Execute any additional site access agreements, licenses, or written approvals required under NFLT's internal policies prior to commencement of field activities on NFLT property.

IV. SCOPE OF RESEARCH ACCESS

Subject to applicable permits, approvals, and advance coordination with the County and NFLT respectively, authorized research access on County-managed and NFLT-owned or managed properties may include:

- Entry onto County-managed and/or NFLT lands and waters for field sampling and monitoring;
- Installation of temporary monitoring equipment;
- Collection of environmental samples; and
- Access to designated facilities or staging areas, as approved in advance by the respective property manager.

All access shall be coordinated in advance with the appropriate County site manager or NFLT representative, as applicable. This MOU does not grant any property interest, leasehold, or exclusive use rights in any lands managed by any Party. Where required, separate Special Use Authorizations, Site Access Agreements, permits, or written approvals shall be executed prior to commencement of field activities on each respective property.

V. FUNDING

1. FDEP/GTM NERR agrees to provide funding to the Research Team to support the research activities described herein. The specific amount, payment schedule, allowable costs, and conditions of funding shall be set forth in funding agreement G3310.
2. The County has no financial obligation under this MOU. Any future financial arrangement involving the County shall be addressed in a separate written agreement.
3. North Florida Land Trust has no financial obligation under this MOU. Any future financial arrangement involving NFLT shall be addressed in a separate written agreement.
4. All expenditures of FDEP/GTM NERR funds shall comply with applicable Florida law, Department policies, and any applicable federal grant requirements.

VI. DATA SHARING AND COORDINATION

1. The Research Team will provide FDEP/GTM NERR, the County, and NFLT with copies of published findings, reports, and relevant datasets derived from research conducted on Reserve or County-managed property.
2. The Parties may collaborate on public education, outreach, or interpretation of research findings, as appropriate.
3. Confidential or proprietary data shall be handled in accordance with applicable law and University of Florida policies.
4. FDEP/GTM NERR and the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration shall be acknowledged in all publications and reports arising from research funded under this MOU, unless otherwise agreed in writing.

VII. LIABILITY AND INSURANCE

1. Each Party shall be responsible for its own acts and omissions and those of its respective officers, employees, and agents, in accordance with Section 768.28, Florida Statutes.
2. The University of Florida, through its applicable insurance or self-insurance programs, shall maintain appropriate coverage for its personnel conducting research activities under this MOU.
3. This MOU does not constitute a waiver of sovereign immunity by FDEP/GTM NERR or St. Johns County.
4. North Florida Land Trust, as a nonprofit organization, shall maintain general liability insurance coverage sufficient to cover its obligations and activities under this MOU, and shall provide evidence of such coverage upon request.
5. Nothing herein shall be construed to impose any liability on FDEP/GTM NERR, the County, or NFLT for the acts or omissions of the Research Team.

VIII. TERM AND TERMINATION

1. This MOU shall become effective upon full execution by all four Parties and shall remain in effect for a period of five (5) years, unless terminated earlier.

2. Any Party may terminate this MOU upon thirty (30) days' written notice to the other Parties.
3. Termination of this MOU shall not affect any obligations arising from funded activities already underway at the time of notice, unless otherwise agreed in writing.

IX. INDEPENDENT ENTITIES

The Parties are independent governmental entities and/or institutions. Nothing in this MOU shall be construed to create a partnership, joint venture, employment relationship, agency relationship, or third-party beneficiary rights. The Research Team's personnel are employees of the University of Florida and not employees or agents of FDEP/GTM NERR, St. Johns County, or North Florida Land Trust.

X. AMENDMENTS

This MOU may be amended only by written instrument signed by authorized representatives of all four Parties.

XI. NOTICES

All notices required or permitted under this MOU shall be provided in writing to the designated representatives of each Party:

For FDEP/GTM NERR:

Lia Sansom, Reserve Manager
Guana Tolomato Matanzas National Estuarine Research Reserve
505 Guana River Road
Ponte Vedra, Florida 32082
Lia.Sansom@FloridaDEP.gov

For University of Florida / Research Team:

Dr. Todd Osborne, Principal Investigator
Whitney Laboratory for Marine Bioscience
University of Florida
[Address]

For St. Johns County:

County Administrator
St. Johns County
[Address]

For North Florida Land Trust:

Allison DeFoor
President
843 W. Monroe Street
Jacksonville, FL 32202

XII. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the dates set forth below.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, GUANA TOLOMATO MATANZAS NATIONAL ESTUARINE RESEARCH RESERVE

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF FLORIDA, WHITNEY LABORATORY FOR MARINE BIOSCIENCE

By: _____

Name: VERONICA HINMAN

Title: DIRECTOR

Date: 09/11/26

ST. JOHNS COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

NORTH FLORIDA LAND TRUST

By: Allison DeFoor (Jul 21, 2026 18:16:45 EDT)

Name: Allison DeFoor

Title: President

Date: 7/21/2026

MOU_Four_Party_GTM_NERR_UF_SJC_NFLT

Final Audit Report 2026-07-21

Created:	2026-07-21
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