

**MEMORANDUM OF UNDERSTANDING
BETWEEN FRANCIS M. WESTON AUDUBON SOCIETY, INC.,
THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA
FLORIDA, AND THE CITY OF PENSACOLA, FLORIDA
FOR TREE AND VEGETATION PLANTINGS AND MAINTENANCE
AT BRUCE BEACH**

This Memorandum of Understanding ("MOU") is made and entered into by and between the Francis M. Weston Audubon Society, Inc. a Florida Not For Profit Corporation (hereinafter referred to as "FMWAS"), the Community Redevelopment Agency, of the City of Pensacola, a political subdivision of the State of Florida (hereinafter referred to as "CRA"), and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City"), for the purpose of installing and maintaining native trees and vegetation at the City-owned property known as Bruce Beach.

1. PURPOSE

The purpose of this MOU is to specify the locations, terms and methods by which the Francis M. Weston Audubon Society may, at its sole cost, plant and maintain certain approved native trees and vegetation at specified locations of the City's Bruce Beach property as a component of the CRA funded Bruce Beach Redevelopment project. The parties desire to enter into an MOU setting forth the terms, conditions and responsibilities of a coordinated effort to permit FMWAS plantings and planting area maintenance responsibilities.

2. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- A. "Approved native trees and vegetation" means those trees and plant species listed in Appendix A- Approved Plantings, as modified by the recommendations of SCAPE Landscape Architecture DPC (SCAPE) dated October 26, 2020.
- B. "Specified locations" means the typical Northwest Florida Gulf Coastal Lowlands area of the City-owned property known as Bruce Beach bordered by Washer Woman Creek on the east, the Bruce Beach parking lot and trail on the west, and the intersection of Vince Whibbs Drive on the south as shown in Appendix B.
- C. "Bruce Beach Redevelopment Project" means the improvements identified in the Waterfront Framework and Catalytic Projects Plan developed by SCAPE and finalized by HDR, Inc. on behalf of the CRA and City.

3. STATEMENT OF WORK

- A.** FMWAS shall be responsible for planting and maintaining various approved native trees and vegetation, as listed in Appendix A- Approved Plantings, in the locations identified in Appendix B- Approved Locations;
- B.** FMWAS shall purchase and install certified native trees and plants in accordance with the Appendix A at its own expense.
- C.** FMWAS shall be responsible to maintain said plantings for the duration of this MOU, including any renewals thereof, for the planting areas except city-owned ground adjacent to FMWAS plantings (outside approved locations). Maintenance shall include: propagation, cultivation to ensure health and survivability, application water with City assistance and support (described below), applied integrated pest management (IPM) practices to create a largely pesticide-free area in and around the plantings, site-scouting to identify and map all non-native/ invasive trees and plants for removal in the Appendix B Bruce Beach approved planting sites and removal of infringing non-native/ invasive plants or request, where required, City mechanical equipment support. FMWAS will not use toxic chemical herbicides (such as glyphosate) in order to create a largely herbicide-free area in and around the plantings.
- D.** FMWAS shall provide, install and maintain temporary fencing around FMWAS plantings of native trees and plants to provide demarcation of areas of maintenance responsibility until the plantings are clearly established.
- E.** FMWAS shall provide on-site representative presence for de-confliction of City of Pensacola scheduled mowing.
- F.** FMWAS shall re-plant nearly all trees that naturally fail to thrive and after the foot-bridge is installed conduct a continued Live Oak/Sand Oak/Myrtle Oak copse planting on the south-side of the bridge.
- G.** City agrees to allow FMWAS free and mutually scheduled access to and use of fixed and portable City-owned irrigation resources including wells and water bowsers under the conditions set forth in this MOU.
- H.** FMWAS shall comply with all applicable federal, state, and local laws, ordinances, rules, policies and regulations pertaining to the activities undertaken pursuant to this MOU at its sole expense, and shall be responsible for all costs associated with the activities related thereto; further, FMWAS shall indemnify, defend, and hold harmless the City, including its elected officials, agents, and employees, from and against all claims, damages, losses, and expenses, arising out of or resulting from the activities carried out pursuant to this MOU.

- I. The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

4. AGREEMENT TERM

This MOU shall commence on the date of the last signature by the Parties and shall remain in effect for ten (10) years from this date, unless sooner terminated or cancelled in accordance with Article 6, Termination. Once executed, this MOU supersedes all previous agreements between the Parties regarding the same subject matter. This MOU may be renewed for up to two (2) ten-year terms upon mutual agreement of the Parties.

5. TERMINATION

This MOU may be terminated by either party for cause or for convenience. Either party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination for convenience shall be effective seven (7) days following the date of the receipt of such notice.

6. NOTICES

All notices required or made pursuant to this MOU by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE FRANCIS M. WESTON AUDUBON SOCIETY, INC.:

Michael R. Brower, President
Francis M. Weston Audubon Society, Inc.
Post Office Box 17484
Pensacola FL 32522

TO THE CRA:

City of Pensacola Community
Redevelopment Agency
Attention: CRA Administrator
222 W. Main Street
Pensacola, Florida 32502

TO THE CITY:

City of Pensacola
Attention: City Administrator
222 W. Main Street
Pensacola, Florida 32502

Either party may change its above-noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the Francis M. Weston Audubon Society through its Board, signing by and through its duly authorized [President], and the Community Redevelopment Agency of the City of Pensacola, signing by and through its Chairperson, and the City of Pensacola, signing by and through its Mayor.

**FRANCIS M. WESTON AUDUBON
SOCIETY, INC.,
A FLORIDA NOT FOR PROFIT
CORPORATION**

[Seal]

By: _____
Michael R. Brower, President

Date _____

**THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF PENSACOLA
A POLITICAL SUBDIVISION OF THE STATE
OF FLORIDA**

By: _____
Jared Moore, Chairperson

Date: _____

Attest:

Ericka Burnett, City Clerk

**THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION**

By: _____
Grover C. Robinson, IV, Mayor

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to form and execution

By: _____
City Attorney

Date: _____

Appendix A-Approved Plant List Proposed for Planting in Phase 1

Keystone trees are botanically recognized species which positively and disproportionately effect an ecosystem's support of a bird, wildlife and insect food-web. Used to be, experts thought, "just plant natives trees and plants" and the Gulf Coastal Lowlands insects and seeds for birds' food-web was ensured. However, peer-reviewed research reports that a keystone tree-less habitat, even when packed with native trees and plants, will support 75% fewer insects like caterpillars and without insects like caterpillars you'll see your birds and butterflies disappear (Tallamy 2019). In the absence of keystone species, a food web almost disappears. Native Trees and Plants for Native and Migratory Birds Live Oaks (*Quercus virginiana*), Sand Live Oaks (*Quercus germinata*), Myrtle Oaks (*Quercus myrtifolia*), Red Mulberry (*Morus rubra*), and Bald Cypress (*Taxodium distichum*) are all Gulf Coastal Lowlands keystone trees. The multi-tier understory of each grove replicates an ideal mix of trees and plants typically found in nature in keystone groves. The adapted understory significantly contribute to the food-web. Planting these trees in groves or clusters will allow the project to demonstrate a grove's hurricane and wind resistance when mature due to the interlaced root structures.

Grove 1 - Live Oak/Sand Oak/Myrtle Oak "Keystone" copse of at least 10 trees expanded by at least three additional Sand Live Oaks and tiered understory plants on the bayside after the pedestrian bridge is constructed. Grove 1 will have at least three Chickasaw Plums and three wax myrtles and more than 50 native shrubs, perennials and self-seeding annuals including, but not limited to rusty lyonia, inkberry, summer sweet, possum haw, saw palmetto, scrub mints, yaupon holly, high-bush and Darrow's Blueberry, winged sumac and passion vine.

Grove 2 - Native Red Mulberry Grove containing at least 12 trees and an understory consisting of 15 or more oak hydrangea shrubs, 10 or more American Beautyberry shrubs, 10 or more sweet shrubs and a meadow of native milkweed.

Grove 3 - Bald Cypress cluster of at least five trees, as well as, three or more each of, Dahoon Holly, Sweet Bay Magnolia, wax myrtle trees and at least ten swamp lilies, five scarlet hibiscus, two swamp milkweeds, and ample seeds for standing cypress and swamp sunflower and at least ten frog fruit plants to start ground cover.

Phase 1 of Native Trees and Plants for Native and Migratory Birds at Bruce Beach FMWAS volunteers shall plant on the western side of the Washerwoman Creek Basin at no-capital cost to the City of Pensacola:

2X3 Gallon Live Oaks (*Quercus virginiana*)

2X7 Gallon Live Oaks (*Quercus virginiana*)

3X7 Gallon Sand Live Oaks (*Querus geminata*)
3X3 Gallon Myrtle Oaks (*Querus myrtifolia*)
6X3 Gallon Female Red Mulberry (*Morus rubra*)
6X3 Gallon Red Mulberry (*Morus rubra*)
2X7 Gallon Bald Cypress (*Taxodium distichum*)
3X3 Gallon Bald Cypress (*Taxodium distichum*)
3X3 Gallon Chickasaw plums (*Prunus angustifolia*)
6X3 Gallon Wax Myrtle (*Morella cerifera*)
15X1Gallon Oak Leaf Hydrangea (*Hydrangea quercifolia*)
10X1 Gallon American Beautyberry (*Callicarpa americana*)
10X1 Gallon Sweet Shrub (*Calycanthus flordia*)
3X3 Gallon Yaupon Holly, (*Ilex vomitoria*)
1X3 Gallon Sweet Bay Magnolia (*Magnolia virginiana*)
3X1 Gallon Sweet Bay Magnolia (*Magnolia virginiana*)
5X1 Gallon Rusty Lyonia (*Lyonia ferruginea*)
5X1 Gallon Saw Palmetto (*Serenoa repens*)
10X1 Gallon False Rosemary Mint (*Conradina canescens*)
5X1 Gallon Highbush Blueberry (*Vaccinium corymbosum*)
5X3 Gallon Darrow Blueberry (*Vaccinium darrowii*)
4X1 Gallon Dahoon Holly (*Ilex cassine*)
3X1 Gallon Passion Vine (*Passiflora eduli*)
7X2.5 Gallon Spider Lily (*Hymenocallis latifolia*)
10X1 Gallon Frogfruit (*Phyla nodiflora*)
3X1 Gallon Winged Zumac (*Rhus copallinum*)

5X1 Gallon Inkberry Holly (*Ilex glabra*)

5X1 Gallon Summer Sweet (*Clethra alnifolia*)

5X2.5"x3.5" Pot Possum Haw (*Ilex decidua*)

5 X1 Gallon Scarlet Hibiscus (*Hibiscus coccineus*)

3X12'-16" Plug Black Willow (*Salix nigra*) (If natives can be sourced)

Seeds

Native Florida Milkweed (*Asclepias humistrata*) Bulk Seeds (Donated by Escambia County Master Gardeners)

Standing Cypress (*Ipomopsis rubra*) Bulk Seeds (To be planted Spring 20210

Swamp Sunflower (*Helianthus angustifolius*)-Bulk Seeds (To be planted Spring 20210

MEMO

Date: October 26, 2020

From: Lee Altman, Michael Spina, at SCAPE

To: Helen Gibson, David Forte, at Pensacola CRA

Re: Bruce Beach Planting – Recommendations for Audubon Society

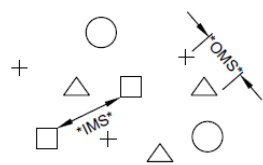
Dear Helen, David,

Below are SCAPE's recommendations to the proposed planting at Bruce Beach:

1. As previously noted by HDR, new planting should avoid the area with the pedestrian bridge across the creek would be landing.
2. Consider planting more species at smaller size within budget to reduce transplant shock.
3. See attached plant list below for suggested plant spacing (apply to both new and existing vegetation).
4. Consider additional low-cost ways to increase habitat value; add snags, logs, brush piles, or other woody debris adjacent to planting areas where there is limited ground cover.
5. Apply shredded hardwood bark mulch to planting areas.
6. Use clean sand only as a soil amendment when needed for backfilling during planting, not topsoil.
7. Consider salt tolerance of proposed species (see suggestions below).

Existing Planting Plan Species Associated with Poor Salt Tolerance	
<i>Asclepias humistrata</i>	sandhill milkweed
<i>Callicarpa americana</i>	beautyberry
<i>Calycanthus florida</i>	sweet shrub
<i>Lyonia ferruginea</i>	rusty lyonia
<i>Morus rubra</i>	red mulberry
<i>Phyla nodiflora</i>	frogfruit
<i>Quercus myrtifolia</i>	myrtle oak
<i>Vaccinium darrowii</i>	darro blueberry

Optional Salt Tolerant Substitutes	
<i>Aronia arbutifolia</i>	red chokeberry
<i>Asclepias tuberosa</i>	butterflyweed
<i>Celtis laevigata</i>	sugarberry
<i>Diospyros virginiana</i>	persimmon
<i>Juniperus virginiana</i>	red cedar
<i>Liatris squarrosa</i>	scaly blazing star
<i>Pinus palustris</i>	longleaf pine
<i>Sambucus nigra ssp. Canadensis</i>	american elder
<i>Solidago sempervirens</i>	seaside goldenrod



OMS- AN OVERALL MINIMUM SPACING DISTANCE *OMS* IS ASSIGNED TO THE PLANTING CONFIGURATION
IMS- AN INDIVIDUAL MINIMUM SPACING DISTANCES *IMS* IS ASSIGNED TO EACH INDIVIDUAL SPECIES

PLANT SPACING - RANDOM
PLAN VIEW

NOTE: EACH SYMBOL INDICATES A DIFFERENT SPECIES
NOT TO SCALE

Best,

Lee Altman, AIA
Senior Associate
SCAPE Landscape Architecture

ATTACHMENT: Plant list with recommended spacing

GROVE 1 - OAKS - RECOMMENDED SPACING

Scientific Name	Common Name	Size	Type	QTY	Individual Min. Spacing (ft)(triangular)	Overall Min. Spacing (OMS)
Perennials						
<i>Hymenocallis latifolia</i>	spider lily	2.5'	GAL	7	1.5'	1.5'
Shrubs						
<i>Clethra alnifolia</i>	summer sweet	1'	GAL	5	3-5'	3'
<i>Conradina canescens</i>	false rosemary mint	1'	GAL	10	1.5'	3'
<i>Ilex decidua</i>	pot possum haw	3.25"	CONT	5	10-15'	3'
<i>Ilex glabra</i>	inkberry	1'	GAL	5	3-5'	3'
<i>Ilex vomitoria</i>	yaupon holly	3'	GAL	5	3-5'	3'
<i>Lyonia ferruginea</i>	rusty lyonia	1'	GAL	5	3-5'	3'
<i>Morella cerifera</i>	wax myrtle	3'	GAL	6	5-10'	3'
<i>Passiflora edulis</i>	passion vine	1'	GAL	3	3-5'	3'
<i>Prunus angustifolia</i>	chickasaw plum	3'	GAL	3	10-15'	3'
<i>Quercus geminata</i>	sand live oak	7'	GAL	3	15-25'	3'
<i>Quercus myrtifolia</i>	myrtle oak	3'	GAL	3	5-10'	3'
<i>Rhus copallinum</i>	winged sumac	1'	GAL	3	5-10'	3'
<i>Serenoa repens</i>	saw palmetto	1'	GAL	5	3-5'	3'
<i>Vaccinium corymbosum</i>	highbush blueberry	1'	GAL	5	3-5'	3'
<i>Vaccinium darrowii</i>	darro blueberry	3'	GAL	5	3-5'	3'
Trees						
<i>Quercus virginiana</i>	live oak	3'	GAL	2	20-30'	15'
<i>Quercus virginiana</i>	live oak	7'	GAL	2	20-30'	15'
<i>Salix nigra</i>	black willow	12-16"	PLUG	3	15-20'	15'

GROVE 2 - Mulberry - RECOMMENDED SPACING

Scientific Name	Common Name	Size	Type	QTY	Individual Min. Spacing (ft)(triangular)	Overall Min. Spacing (OMS)
Perennials						
<i>Asclepias humistrata</i>	sandhill milkweed	LBS P.L.S.	SEED	N/A	N/A	N/A
Shrubs						
<i>Callicarpa americana</i>	beautyberry	1'	GAL	10	3-5'	3'
<i>Calycanthus florida</i>	sweet shrub	1'	GAL	10	3-5'	3'
<i>Hydrangea quercifolia</i>	oakleaf hydrangea	1'	GAL	15	5-10'	3'
Trees						
<i>Morus rubra</i>	female red mulberry	3'	GAL	6	15-20'	15'
<i>Morus rubra</i>	male red mulberry	3'	GAL	6	15-20'	15'

GROVE 3 - Bald Cypress - RECOMMENDED SPACING

Scientific Name	Common Name	Size	Type	QTY	Individual Min. Spacing (IMS)	Overall Min. Spacing (OMS)
Perennials						
<i>Helianthus angustifolius</i>	swamp sunflower	Lbs P.L.S.	SEED	N/A	N/A	N/A
<i>Ipomopsis rubra</i>	standing cypress	Lbs P.L.S.	SEED	N/A	N/A	N/A
<i>Phyla nodiflora</i>	frogfruit	1'	GAL	1	1.5'	1'
Shrubs						
<i>Hibiscus coccineus</i>	scarlet hibiscus	1'	GAL	5	3-5'	3'
<i>Ilex cassine</i>	dahoon holly	1'	GAL	1	5-10'	3'
Trees						
<i>Magnolia virginiana</i>	sweetbay magnolia	3'	GAL	3	10-15'	10'
<i>Magnolia virginiana</i>	sweetbay magnolia	1'	GAL	1	10-15'	10'
<i>Taxodium distichum</i>	bald cypress	7'	GAL	2	20-30'	10'
<i>Taxodium distichum</i>	bald cypress	3'	GAL	3	20-30'	10'



Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- 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, Florida Statutes, 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 the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D.** Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850)435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.