

## Exhibit D



**A GREAT HOMETOWN**

**Council**

Anne Gerwig, Mayor  
John T. McGovern, Vice Mayor  
Michael Drachos, Councilman  
Michael J. Napoleone, Councilman  
Tanya Siskind, Councilwoman

**Manager**  
Paul Schofield

May 10, 2017

Angela Weeks-Samanie  
Senior Management Analyst Supervisor  
Florida Department of Agriculture and Consumer Services  
Office of Agricultural Water Policy  
407 South Calhoun Street, Mailstop E-1  
Tallahassee, FL 32399

Dear Ms. Weeks-Samnie:

At their Council Meeting held on Tuesday, May 9, 2017, the Wellington Village Council approved Resolution No. 2017-16 (attached) which authorized the Mayor to execute the Memorandum of Agreement (MOA) No. 024182 between Wellington and the Florida Department of Agriculture and Consumer Services (FDACS) regarding enrollment and implementation of FDACS Equine Best Management Practices. As such, and per the instructions in your letter dated January 12, 2017, we have kept one fully executed original for our records and have enclosed two agreements, one of which is completely executed and the other has only been executed by the Village of Wellington.

If you have any questions or need additional information from us, please do not hesitate to contact us.

Sincerely,

Rachel R. Callovi, CMC  
Deputy Village Clerk

/rrc  
Enclosures

[illegible]

**NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:**

1       **SECTION 1.** The foregoing recitals are hereby affirmed and ratified as being true  
2 and correct.  
3


4       **SECTION 2.** The Wellington Council hereby approves the Memorandum of  
5 Agreement (MOA) No. 024182 with the Florida Department of Agriculture and  
6 Consumer Services (FDACS) relating to the enrollment and implementation of FDACS  
7 Equine Best Management Practices (BMP's), attached hereto as Exhibit "A", and  
8 hereby authorizes the Mayor to execute the Agreement.  
9

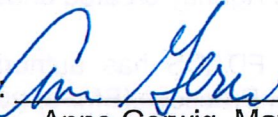
10       **SECTION 3.** This Resolution shall become effective immediately upon adoption.  
11

12       **PASSED AND ADOPTED** this 9<sup>th</sup> day of May, 2017.  
13

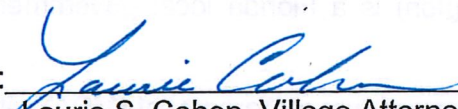
14       **ATTEST:**

14       **WELLINGTON**

15  
16       By:   
17       Chevelle D. Nubin, Village Clerk  
18

15  
16       By:   
17       Anne Gerwig, Mayor  
18

19  
20       **APPROVED AS TO FORM**  
21       **AND LEGAL SUFFICIENCY**  
22

23  
24       By:   
25       Laurie S. Cohen, Village Attorney  
26  
27



**MEMORANDUM OF AGREEMENT**

BETWEEN THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AND THE VILLAGE OF WELLINGTON, FLORIDA REGARDING ENROLLMENT AND IMPLEMENTATION OF FDACS EQUINE BEST MANAGEMENT PRACTICES

This Memorandum of Agreement (MOA) is made and entered into as of the day and year last set forth below by and between the Florida Department of Agriculture and Consumer Services, an agency of the State of Florida, located at 407 South Calhoun Street, Tallahassee, Florida, 32399 (FDACS) and the Village of Wellington, Florida, a Florida municipal corporation, located at 12300 Forest Hill Boulevard, Wellington, Florida 33414 (Wellington).

**RECITALS**

WHEREAS the Florida Department of Agriculture and Consumer Services (FDACS) is a Florida State Agency created under section 570.01, Florida Statutes (F.S.);

WHEREAS, FDACS has authority to develop, adopt, and implement agricultural Best Management Practices (BMPs) pursuant to section 403.067, F.S.;

WHEREAS, FDACS wishes to assist with the adoption of FDACS equine BMP enrollment and implementation through development of partnerships with other governmental entities;

WHEREAS the Village of Wellington, Florida (Wellington) is a Florida local government created under chapter 95-496, Laws of Florida;

WHEREAS, Wellington is authorized to enter into a Memorandum of Agreement (MOA) with another governmental entity under section 166.021, F.S.;

WHEREAS, Wellington and the South Florida Water Management District have entered into a Memorandum of Understanding No. CP040318 requiring the adoption and implementation of agricultural Best Management Practices (BMPs) and other measures to reduce total phosphorus discharge from Wellington's storm water management system;

WHEREAS, the FDACS agricultural BMPs substantially comply with MOU No. CP040318 attached hereto.

WHEREAS, Wellington agrees to partner with FDACS to assist with the enrollment of landowners within its political boundaries in the FDACS adopted equine BMP program and the associated implementation of FDACS adopted equine BMPs;

NOW, THEREFORE, in consideration of the foregoing, FDACS and Wellington agree to the following:

## GENERAL PROVISIONS

1. FDACS under the authority of section 403.067(7)(c)2., F.S., has developed and adopted in administrative rule Chapter 5M-14., F.A.C., a comprehensive water resource protection and restoration equine BMP manual.
2. FDACS recognizes the benefit to the water resources of the state by assisting landowners with enrollment and implementation of an adopted equine BMP program through the development of partnerships with other governmental entities.
3. Wellington is responsible for the management and protection of water resources within its political boundaries.
4. Wellington recognizes that FDACS has authority, pursuant to section 403.067(7)(c)2., F.S., for the development, adoption and implementation of agricultural BMP programs on agricultural lands including those within the political boundaries of Wellington.
5. Wellington agrees to enter into a collaborative working relationship with FDACS to assist with the enrollment and implementation of FDACS equine BMPs within its political boundaries.
6. Nothing in this MOA affects the authority of Wellington to implement its surface water and flood plain management program.
7. Lands within Wellington's Equestrian Preserve Area not designated Commercial Recreational by the Comprehensive Plan shall be considered agricultural for the purposes of this MOA.
8. This MOA shall go into effect on the date of final execution and remain in effect until either party, provides sixty (60) calendar days written notification, wishes that this MOA be dissolved.
9. This MOA shall be evaluated and appropriately revised at such time mutually agreed to by the signatories or as may be required from time to time by regulatory changes.
10. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.
11. All correspondence associated with this MOA shall be directed to the FDACS and Wellington designated contacts listed below:

Village Engineer  
Village of Wellington  
12300 Forest Hill Blvd.  
Wellington, Florida 33414

Attn: Contract and Grants  
c/o Director, Office of Agricultural Water Policy  
Florida Department of Agriculture and Consumer Services  
407 South Calhoun St., Mail Stop E1  
Tallahassee, Florida 32399-0800

### **FDACS ADOPTED EQUINE BMP ENROLLMENT**

1. Wellington agrees to provide and identify specific Wellington staff to participate under this MOA.
2. FDACS agrees to provide BMP manuals, BMP enrollment documents, and BMP enrollment training to participating Wellington staff.
3. Wellington agrees to identify a prioritized list of landowners to be contacted for FDACS equine BMP enrollment. In developing the list, highest priority will be given to those landowners within the Equestrian Preserve Area with parcels undergoing initial development or development modification.
4. FDACS agrees to accompany participating Wellington staff on the first 10 (ten) landowner enrollment visits from the prioritized list.
5. If the need for additional training or technical assistance is identified as a result of the first 10 (ten) landowner enrollment visits, FDACS and Wellington will complete such training or assistance prior to conducting additional landowner enrollment visits.
6. All landowner enrollment documentation will be transferred by Wellington staff to FDACS within ten (10) days for FDACS entry into the FDACS BMP tracking program.
7. Landowners who choose not to enroll in the FDACS equine BMP program as described in this MOA shall be subject to Wellington's water quality and regulatory requirements addressing equine land uses occurring on the landowner's property.
8. Wellington agrees to provide agricultural landowners the opportunity to enroll in the FDACS BMP program and implement applicable BMPs as an option in any settlement agreements or resolution of violation agreements that arise as a result of investigation or enforcement action by Wellington on properties that meet agricultural land use classification requirements.

### **FDACS ADOPTED EQUINE BMP IMPLEMENTATION ASSURANCE**

1. FDACS and Wellington will jointly develop a schedule for Implementation Assurance visits of enrolled equine BMP landowners. Such schedule shall provide for an annual review, by Wellington staff, of the landowner's implemented BMPs as identified in the landowner's BMP enrollment documentation.
2. FDACS will provide Implementation Assurance training and technical assistance to participating Wellington staff.
3. FDACS agrees to accompany participating Wellington staff on the first 10 (ten) landowner Implementation Assurance visits.
4. If the need for additional training or technical assistance is identified as a result of the first 10 (ten) landowner Implementation Assurance visits, FDACS and Wellington will complete such training or assistance prior to conducting additional landowner Implementation Assurance visits.
5. Wellington agrees to refer to FDACS all cases in which FDACS BMP implementation is deemed to be inadequate.

6. FDACS agrees to follow up in a timely manner with Wellington staff and to act on FDACS BMP implementation deficiencies in accordance with FDACS adopted BMP Implementation Assurance procedures.
7. FDACS agrees to evaluate and appropriately modify its BMPs in accordance with s. 403.067 F.S., if water quality data indicates Wellington's permit discharge limits are in danger of being violated due to inadequate performance of FDACS BMPs.
8. FDACS retains authority to finally resolve all implementation assurance disputes that may arise between the signatories and an enrolled landowner under the provisions of this MOA.

The parties hereto have caused this Memorandum of Agreement to be executed through their duly authorized signatories on the day and year last below written.

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

VILLAGE OF WELLINGTON

  
(Signature)

Director of Administration  
Title

4/6/17  
Date

  
(Signature)

Mayor  
Title

5/9/2017  
Date



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FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

VILLAGE OF WELLINGTON

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Director of Administration

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Mayor

Title

\_\_\_\_\_  
Date