

INTERLOCAL AGREEMENT
between CHARLOTTE COUNTY on behalf of the
COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP
and MANATEE COUNTY
for SERVICES SUPPORTING CHNEP'S
COMPREHENSIVE CONSERVATION AND MANAGEMENT PLAN

This Interlocal Agreement ("Agreement") is entered into by and between Charlotte County ("CHARLOTTE COUNTY"), a political subdivision of the State of Florida, on behalf of the Coastal & Heartland National Estuary Partnership ("CHNEP"), whose address is 18500 Murdock Circle, Port Charlotte, Florida 33948, and Manatee County ("MANATEE COUNTY"), a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue W, Bradenton, Florida 34205. CHARLOTTE COUNTY and MANATEE COUNTY are collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, pursuant to the *Memorandum of Understanding for Administrative Services by and between Charlotte County and the Coastal & Heartland National Estuary Partnership* ("Memorandum of Understanding"), effective March 13, 2026, CHARLOTTE COUNTY serves as the host agency to the CHNEP, entering into agreements with and receiving grant funds from private and public entities on behalf of the CHNEP. A copy of the Memorandum of Understanding is attached hereto as **Exhibit A**; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act", permits CHARLOTTE COUNTY and MANATEE COUNTY to enter into this Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers and resources; and

WHEREAS, CHARLOTTE COUNTY, on behalf of the CHNEP, desires to engage MANATEE COUNTY to provide services on project-specific bases to support the CHNEP Comprehensive Conservation and Management Plan ("CCMP") and annual CHNEP Work Plans, as they may be amended from time to time; and

WHEREAS, CHARLOTTE COUNTY, on behalf of CHNEP, desires to implement specific projects via the issuance of Work Assignments, each of which shall be developed in cooperation with Manatee County and shall define the project scope of work, tasks, deliverables, schedule, and associated costs; and

WHEREAS, MANATEE COUNTY desires to provide such services in accordance with this Agreement and any associated Work Assignment(s); and

WHEREAS, this Agreement will serve as the legal framework between the Parties, pursuant to which project-specific support services may be authorized and implemented through the issuance of individual Work Assignments.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto do mutually agree as follows:

I. INCORPORATION

The above WHEREAS clauses are incorporated herein and are made a part of this Agreement.

II. PURPOSE

The purpose of this Agreement is for MANATEE COUNTY to perform certain activities in support of the CHNEP's CCMP and annual Work Plans when authorized by CHARLOTTE COUNTY on behalf of CHNEP. Following full execution of this Agreement by all Parties, CHARLOTTE COUNTY may issue one or more Work Assignments to MANATEE COUNTY for the performance of such activities. The specific services to be provided by MANATEE COUNTY shall be set forth in detail in each Work Assignment. Each Work Assignment shall contain a scope of services, a schedule of fees and eligible reimbursable costs associated with such services, and the time period for completion of the authorized services. CHNEP shall reimburse Manatee County for all costs associated with completed deliverables that meet requirements as identified in the applicable Work Assignment and incurred by Manatee County in the performance of the authorized services, subject to the terms and conditions of this Agreement. Each Work Assignment shall be subject to all terms and conditions of this Agreement, be executed by the Parties, and a fully executed Work Assignment returned to MANATEE COUNTY shall serve as Notice to Proceed with work outlined in the scope of services. After issuance, each Work Assignment shall be presented to MANATEE COUNTY'S Board of County Commissioners ("Board") for its review and consideration and if approved by the Board, shall become an amendment to this Agreement. Each Work Assignment shall be in substantially the same form as **Exhibit B**, attached hereto and incorporated herein by this reference. No guarantee of any certain services, volume or quantity of work or projects is made or implied by this Interlocal Agreement without an associated Work Assignment.

III. CHARLOTTE COUNTY'S DUTIES

- A. Work in coordination with MANATEE COUNTY and CHNEP to establish mutually agreed-upon project-specific scopes of work for each Work Assignment, clearly identifying the specific tasks to be performed, deliverables to be produced, and all associated costs necessary to complete for each task and associated deliverables. Work Assignments will be issued by CHARLOTTE COUNTY on behalf of CHNEP to MANATEE COUNTY for MANATEE COUNTY's Board to approve. Upon full execution, each Party shall be responsible for filing the fully executed Work

Assignment with the Clerk of the Circuit Court of each county in which a Party to this agreement is located.

- B. Provide fully executed Work Assignments that are signed by both parties to MANATEE COUNTY.
- C. Pay all invoices, on behalf of CHNEP and from CHNEP funds in accordance with Sections 218.70 through 218.80, Florida Statutes, the "Florida Prompt Payment Act." Under no circumstances will CHARLOTTE COUNTY funds be used to pay any of the CHNEP invoices.

IV. MANATEE COUNTY'S DUTIES

- A. Work in coordination with CHARLOTTE COUNTY and CHNEP to establish mutually agreed-upon project-specific scopes of work for each Work Assignment, clearly identifying the specific tasks to be performed, deliverables to be produced, and all associated costs necessary to be completed for each task and associated deliverables.
- B. Perform all mutually agreed upon services, provide deliverables, and complete the services within the schedule or timeline agreed upon in each Work Assignment issued and approved by the Parties.
- C. Invoice CHARLOTTE COUNTY, acting on behalf of CHNEP, for all work performed using the process agreed to in the Work Assignment, in accordance with this Agreement. CHNEP will review and approve deliverables to ensure they meet Work Assignment terms, indicating once approved that they are ready for invoicing. CHARLOTTE COUNTY will then process invoices for approved deliverable and issue payment within 30 days of receipt of each request.

V. COMPENSATION

The amount and method of compensation for MANATEE COUNTY'S services on each specific project shall be determined during negotiations, and ultimately approved by MANATEE COUNTY'S Board, for that specific project and set forth on each Work Assignment. CHNEP will review and approve deliverables, indicating once approved that they are ready for invoicing. Payment will be made by CHARLOTTE COUNTY, on behalf of CHNEP, upon receipt of invoices from MANATEE COUNTY detailing the tasks and deliverables for which payment is sought. MANATEE COUNTY shall submit all invoices to the CHARLOTTE COUNTY Purchasing Division for processing where the point of contact and method of delivery for such requests will be provided in the Work Assignment. Invoices shall be detailed as to date, Work Assignment and nature of the services performed by MANATEE COUNTY. All invoices must be reviewed and approved by the CHNEP Executive Director. MANATEE COUNTY shall invoice any

authorized travel and per diem expenses in accordance with the provisions of Section 112.061, Florida Statutes.

VI. EFFECTIVE DATE AND PERIOD OF AGREEMENT

Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall take effect upon its filing with the clerk of the circuit court of each county where a party to the agreement is located. After execution of this Interlocal Agreement by both Parties, CHARLOTTE COUNTY, on behalf of CHNEP, shall ensure that it is filed with the clerk of the circuit court of each county where a party to the agreement is located and pay any and all costs associated with such filing(s). Upon completion of the required filing(s), CHARLOTTE COUNTY shall provide MANATEE COUNTY with a copy of the fully executed and recorded/filed Agreement for its records.

The services of MANATEE COUNTY are to commence upon issuance of a Work Assignment. This Agreement will remain in full force and effect until either Party chooses to terminate it, as outlined in Section VIII, below.

VII. MODIFICATION OF AGREEMENT

Any extensions to or modifications of this Agreement shall be mutually agreed upon by and between the Parties and shall be incorporated in written amendments to this Agreement signed by the Parties' governing bodies. Pursuant to Section 163.01(11), Florida Statutes, any amendments to this Agreement shall take effect upon its filing with the clerk of the circuit court of each county where a party to the agreement is located.

VIII. TERMINATION

- A. Either Party may terminate this Agreement, with or without cause, with a minimum of thirty (30) days written notice to the other Party. Written notice shall be delivered by certified mail, return receipt requested. Any termination notice concerning this Agreement shall be sent to the addressees listed below:

To: CHARLOTTE COUNTY

Charlotte County
18500 Murdock Circle
Port Charlotte, FL 33948

With Copy to:
County Attorney
18500 Murdock Circle
Port Charlotte, FL 33948

and:

Kimberly A. Corbett
Senior Division Manager
Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948

To: CHNEP
Executive Director
Coastal & Heartland National Estuary

1112 Manatee Avenue West
Bradenton, FL 34205

Partnership
1050 Loveland Blvd.
Port Charlotte, FL 33980
To: MANATEE COUNTY
MANATEE COUNTY
Attention: County Administrator

With Copy to:
Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West, Ste. 969
Bradenton, FL 34205

- B. In the event the Agreement is terminated by either Party, each outstanding Work Assignment shall be terminated effective thirty (30) days following receipt of the notice of termination, and MANATEE COUNTY shall be paid an amount commensurate with completed tasks and associated deliverables that meet scope requirements as of the effective date of termination.

IX. NOTICES

- A. All notices, elections, requests, or other communications hereunder shall be in writing and shall be deemed given in the following circumstances: (a) when personally delivered; (b) five (5) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or (c) the next business day after being deposited with a recognized overnight mail or courier delivery service. All to be addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

To: CHARLOTTE COUNTY
Charlotte County
18500 Murdock Circle
Port Charlotte, FL 33948

and:

With Copy to:
County Attorney
18500 Murdock Circle
Port Charlotte, FL 33948

Kimberly A. Corbett
Senior Division Manager
Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948

To: CHNEP
Executive Director
Coastal & Heartland National Estuary
Partnership
1050 Loveland Blvd.
Port Charlotte, FL 33980

To: MANATEE COUNTY
Attention: County Administrator
MANATEE COUNTY
1112 Manatee Avenue West,
Bradenton, FL 34205

Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West, Ste. 969
Bradenton, FL 34205

With Copy to:

X. COMPLIANCE WITH LAWS, JURISDICTION, AND VENUE

- A. The Parties warrant, represent, and agree that each will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.
- B. This Agreement and the provisions of any Work Assignment shall be construed, controlled and interpreted according to Florida law.
- C. Any legal action concerning this Agreement shall be filed in Charlotte County, Florida, which shall be deemed proper venue for the action.

XI. RIGHT TO WORK PRODUCTS

Copies of all writings, maps, charts, reports, findings, and other relevant non-copyrighted material are and shall be jointly owned by MANATEE COUNTY and CHARLOTTE COUNTY on behalf of CHNEP and shall be delivered to CHARLOTTE COUNTY without cost.

XII. ASSIGNMENT

This Agreement shall be binding on the Parties, their representatives, successors, and assigns. Neither Party shall assign this Agreement or the rights or obligations hereunder to any other person or entity without the prior written consent of the other Party.

XIII. UNAUTHORIZED ALIENS/EMPLOYMENT ELIGIBILITY VERIFICATION

The Parties agree that they will not knowingly employ unauthorized alien workers, which would constitute a violation of the employment provisions contains in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act]. The employment by either Party of unauthorized aliens shall be grounds for termination of this Agreement.

The Parties agree that they each use and shall use the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. Pursuant to Section 448.095 of the Florida Statutes, either party may terminate this Agreement for failure on the part of the other to use

E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to Section 448.095(5)(c)3, Florida Statutes.

The Parties shall include, and shall require the inclusion of, the requirements of this paragraph, appropriately modified for identification of the parties, in each subcontract that includes work performed under this Agreement.

XIV. SEVERABILITY

This Agreement and any attachments incorporated by reference constitute all the terms and conditions agreed upon by the Parties. If any term or provisions of this Agreement is found to be illegal, invalid, or unenforceable by a Court of competent jurisdiction, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

XV. DISPUTES

In the event of a dispute between the Parties under this Agreement, the CHARLOTTE COUNTY Administrator and the MANATEE COUNTY Administrator shall review such dispute and negotiate a mutually acceptable resolution. CHARLOTTE COUNTY will make every effort to obtain and incorporate CHNEP's input when negotiating such resolution. The mutual decision of the CHARLOTTE COUNTY Administrator and MANATEE COUNTY Administrator shall be final. In the event the CHARLOTTE COUNTY Administrator and MANATEE COUNTY Administrator are unable to agree, the matter shall be referred to the respective governing bodies, who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

XVI. INDEMNIFICATION

Each Party agrees to indemnify, defend and hold the other harmless, to the extent allowed under Section 768.28, Florida Statutes, from all claims, loss, damage and expense arising from the negligent acts or omissions, or intentional tortious acts, of the indemnifying Party's officers, employees and agents related to its performance under this Agreement. This provision does not constitute a waiver of either Party's sovereign immunity under Section 768.28, Florida Statutes or extend either Party's liability beyond the express limits established in Section 768.28, Florida Statutes. Nothing contained herein shall be construed to be a consent by either Party to be sued by third parties in any matter arising out of this Agreement or any Work Assignment. MANATEE COUNTY shall not indemnify and hold harmless Charlotte County for any loss, liability, personal injury, property damage, or claims that arise from or relate to MANATEE COUNTY'S obligations as provided in this Agreement and/or CHARLOTTE COUNTY'S negligent actions and/or

omissions. This indemnification provision does not waive any claims, rights, or defenses the Parties may have under Florida law or otherwise.

XVII. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, constitute one and the same agreement.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties hereto and supersedes any and all prior understandings or correspondence, if any, related to subject matter described herein. Any subsequent conditions, representations, warranties or agreements, shall not be valid and binding upon the Parties unless they are in writing and signed by both Parties. There are no oral or other written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either Party relating to this Agreement.

XIX. FORCE MAJEURE

Neither Party will be responsible to the other Party for damages, loss, injury, or delay caused by Force Majeure Events. Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Agreement, is beyond the control and without the fault or negligence of the Party seeking relief under this Agreement.

XX. HEADINGS

The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

XXI. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision.

XXII. LEGAL FEES AND COSTS

Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Agreement.

IN WITNESS WHEREOF, CHARLOTTE COUNTY and MANATEE COUNTY have executed into this Agreement as of the last date written below.

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA**

By: _____
Joseph M. Tiseo, Chairman

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By:  _____
Thomas M. David, County Attorney
LR26-0288  (GRP)

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: _____
Chairperson

ATTEST:

Angelina Colonnese, Clerk of the Circuit
Court and Comptroller

By: _____
Deputy Clerk

EXHIBIT A

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATIVE SERVICES
BY AND BETWEEN CHARLOTTE COUNTY
AND
THE COASTAL & HEARTLAND NATIONAL ESTUARY PARTNERSHIP**

This amended and restated Memorandum of understanding ("Amended MOU") is by and between the Coastal & Heartland National Estuary Partnership (hereinafter, the "CHNEP") and Charlotte County, a Political Subdivision of the State of Florida (hereinafter, the "COUNTY").

WITNESSETH

WHEREAS, the CHNEP is an entity in the US Environmental Protection Agency's National Estuary Program ("NEP"), a non-regulatory program bringing community partners together to protect water and other natural resources in each NEP area; and

WHEREAS, the Governor of Florida and the United States Congress have deemed the estuaries of Dona & Roberts Bays, Lemon Bay, Charlotte Harbor, Pine Island Sound / Caloosahatchee Estuary and Estero Bay, as well as their watersheds, to be "estuaries of national significance" within the NEP, and Charlotte County is within the ten-county service area of the CHNEP; and

WHEREAS, the COUNTY desires to act as a "Host Entity" to receive grant funding, facilitate the employment and provision of benefits to the CHNEP Executive Director and CHNEP Staff, and provide certain other administrative support services in CHNEP's implementation of the CHNEP Comprehensive Conservation and Management Plan ("CCMP") and related annual CHNEP Work Plans, in accordance with the CHNEP's Management Conference and the applicable US EPA Clean Water Act Section 320 National Estuary Program Funding Guidance; and

WHEREAS, the US EPA FY2021-FY2024 Clean Water Act Section 320 National Estuary Program Guidance, "Role of the COUNTY Entity in Relation to its NEP Management Conference" section, states "the COUNTY is expected to support an individual NEP's decision-making process" and that "the individual NEP's Director and staff should be perceived to be autonomous and independent of detailed direction for particular interest groups or agencies"; and

WHEREAS, providing administrative support services as the Host Entity benefits the COUNTY and is in the public interest in that it facilitates on-going research, restoration and public education that protect the COUNTY's water and wildlife resources; and

WHEREAS, on September 22, 2022, the COUNTY and CHNEP entered into the *Memorandum of Understanding for Administrative Services by and between Charlotte County and the Coastal & Heartland National Estuary Program* (the "MOU") and then amended the MOU on May 23, 2024; and

WHEREAS, the parties wish to amend the MOU regarding certain administrative support services; and

WHEREAS, in consideration of payment by the CHNEP for direct and indirect

costs as specified herein, the COUNTY will continue to act as the CHNEP Host Entity as provided in this *Amended and Restated Memorandum of Understanding for Administrative Services by and between Charlotte County and the Coastal & Heartland National Estuary Program* (the "Amended MOU"), and provide needed administrative services, the coverage of its self-insurance program and other benefits to the CHNEP and its staff in accordance with the US EPA Clean Water Act Section 320 National Estuary Program Funding Guidance; and

WHEREAS, the COUNTY has the authority to enter into this Amended MOU and to provide the administrative services hereinafter described.

NOW, THEREFORE, the purpose of this Amended MOU is to define the services to be provided to the CHNEP by the COUNTY and to provide compensation to the COUNTY from the CHNEP for such services and the parties agree as follows:

1. CHNEP AUTONOMY

The COUNTY recognizes and supports the role of the CHNEP Management Conference, comprised of the Policy Committee, Management Committee, Citizens Advisory Committee and Technical Advisory Committee, in directing the priorities and funding decisions of the CHNEP. The CHNEP Policy Committee, its governing body, is responsible for supervising and providing direction to the CHNEP Executive Director as well as approving the CHNEP annual Work Plans and Budgets. The COUNTY recognizes and supports the role of the Executive Director to be responsible for CHNEP staff and daily operations. Accordingly, the County will facilitate all legally permissible CHNEP operations support functions in a timely manner, including but not limited to, approving interlocal and legal agreements with CHNEP member and partner entities, grant applications and awards, etc.

The CHNEP Executive Director recognizes and supports COUNTY policies and procedures working closely with designated COUNTY departments and personnel (including, but not limited to, County Administration, Human Resources, Fiscal Services, and Purchasing) to ensure that they are upheld or to create mutually satisfactory alternative policies and procedures if necessary. The CHNEP Executive Director is authorized by the CHNEP Policy Committee and its governing body to negotiate and decide mutually satisfactory alternative policies and procedures on behalf of the organization.

2. CHNEP STAFF

The Executive Director of the CHNEP serves under the direction, supervision and control of the CHNEP Policy Committee. The Executive Director, with the consent of the CHNEP Policy Committee, employs such personnel as may be necessary and authorized by the CHNEP governing board to perform adequately the functions of the CHNEP within the CHNEP's budgetary limitations, as set out in the overall personnel budget amount in the annual original and in the amended approved CHNEP Work Plans and within the CHNEP Executive Director's financial authorities.

The CHNEP is responsible for designating personnel positions and drafting position descriptions with associated pay ranges, interviewing and selecting candidates to fill such positions as needed for its operational needs and as budgeted within the approved

CHNEP Work Plan Personnel Budget line-item total amount. Given that CHNEP is paying for its staff positions with non-COUNTY funding, that all CHNEP staff are performing significantly different duties than COUNTY staff, and considering the aforementioned federal funding requirements relating to CHNEP autonomy, CHNEP will be responsible for determining appropriate pay ranges and pay raises for CHNEP staff positions. Once an applicant is selected, the CHNEP will notify the COUNTY to extend a formal offer, which is conveyed as being contingent on the successful passage of all required pre-employment screenings. The CHNEP Executive Director is hired, supervised, and terminated solely at the discretion of the CHNEP Policy Committee (its governing body). The CHNEP Executive Director is solely responsible for drafting job descriptions, determining compensation rates and raises, hiring, supervising, disciplining and if necessary, terminating, CHNEP employees. CHNEP staff members are employed "at-will", and as such, may be disciplined or discharged by the CHNEP Executive Director at any time and do not enjoy the "progressive discipline" or "just cause" protections available to some other categories of COUNTY employees. CHNEP staff are exempt from Emergency Duty Assignments.

The COUNTY is responsible for providing the advertising of the positions and on-boarding selected candidates to set them up with associated benefits, orientation, and necessary trainings pertaining to adhering to COUNTY policies and procedures or the mutually agreed upon alternative CHNEP policies and procedures. The COUNTY will also administer personnel services (including administration of benefits) and provide payroll services including payroll data collection and processing, automatic deductions for fringe benefits, and preparation of W-2 forms as applicable for CHNEP employees.

a. CHNEP Staff Supervision

The CHNEP Executive Director is supervised by the CHNEP Policy Committee, with a copy of the finalized annual evaluation provided to the COUNTY entity. The CHNEP Executive Director will supervise CHNEP employees using the COUNTY's evaluation form and processes, providing copies for the COUNTY's records. If an employee raises an issue with COUNTY People Operations staff, the CHNEP Executive Director will be notified and included in addressing the issue to the maximum degree allowed.

HR complaints pertaining to any CHNEP employee must be filed with the COUNTY People Operations Department and vetted to determine whether the complaint is credible and an investigation is warranted, in accordance with People Operations investigation protocols. Credible complaints against CHNEP staff other than the Executive Director will be investigated by the County's People Operations Department and findings will be reported to the CHNEP Executive Director for such action as the Executive Director determines is appropriate. Should the County receive a credible complaint directed towards the CHNEP Executive Director, the COUNTY will refer the complaint to the CHNEP Policy Committee Co-Chairs. The CHNEP, at the direction of the Policy Committee Co-Chairs on behalf of the Policy Committee, will hire a third-party Human Resources firm to vet the complaint to determine if it has a factual basis and if warranted, to investigate as needed to produce findings. Charlotte County will cooperate with any investigation undertaken at the direction of the Policy Committee. The findings will be directly sent to Policy Committee Co-Chairs, who will share with full Policy Committee if there are findings of violations of

applicable COUNTY policies to decide any disciplinary actions.

Except as specifically stated herein, the CHNEP will comply with all COUNTY personnel policies and procedures and will utilize all COUNTY personnel management systems, including the COUNTY's timekeeping, leave request, payroll and performance evaluation systems. The County will work to support and assist CHNEP's operations and ability to implement its authorized budgeted activities in approved CHNEP Work Plan. Should an issue arise with a non-legally required COUNTY personnel policy, the CHNEP Executive Director and the COUNTY Administrator or their designee will work collaboratively to ensure a mutually satisfactory resolution is implemented. CHNEP will be allowed to work different hours and schedules as appropriate to its positions and to use its own Standard Operating Procedures ("SOPs") with respect to its programmatic work. The CHNEP Executive Director will maintain the ability to write employee recommendation letters and provide references within established human resource and legal guidelines for CHNEP employees. Although CHNEP staff are employed through the COUNTY, they will be under the direct control of the CHNEP Executive Director for the purposes of CHNEP organizational chain of command.

Should disciplinary action be warranted of a CHNEP employee, the CHNEP Executive Director will notify COUNTY Human Resource staff and confer with Human Resources regarding the handling of disciplinary matters (including termination if necessary). Should an employee leave the CHNEP, the CHNEP will notify the COUNTY immediately, or inversely the COUNTY will notify CHNEP immediately, to coordinate exit procedures to ensure all CHNEP work products and property are fully addressed in addition to the return of any COUNTY property (keys, badges, P-Cards, etc.) in the final exit interview with the employee.

b. CHNEP Staff Benefits

CHNEP will pay COUNTY for salaries plus fringe rates appropriate to cover all benefits its employees are eligible for and which they opt to use through the COUNTY's benefits program.

COUNTY will maintain current sick and vacation leave accrual levels for existing CHNEP employees, as well as provide CHNEP employees, at their option, all the optional benefits and services available to similarly classified COUNTY employees, including health insurance, life insurance, dental insurance, short- and long-term disability insurances, wellness programs, an Employee Assistance Program ("EAP") and optional retirement programs. The COUNTY will provide unemployment compensation benefits and workers' compensation benefits in accordance with the law and County Policy. Membership in the Florida Retirement System ("FRS") is compulsory for all employees, with the associated employer- and employee-mandated contributions, which the COUNTY will administer.

3. ADMINISTRATIVE SUPPORT SERVICES

The COUNTY will provide the following administrative support services to the CHNEP and the CHNEP staff to assist the CHNEP staff in implementation of the CHNEP CCMP and related annual CHNEP Work Plans:

a. Financial Oversight and Support Services

The CHNEP will assist and work with COUNTY fiscal and grant staff to prepare CHNEP financial transactions and budgets according to the COUNTY financial processes and policies and associated CHNEP funding grant agreements.

The COUNTY shall establish a cost center within the budgetary system of the COUNTY for the CHNEP and provide financial management of federal, state, local, and private monies granted or contributed to the CHNEP in accordance with accepted accounting procedures. The COUNTY will include CHNEP revenues and expenditures in the COUNTY's budget and will pay CHNEP expenses from appropriated funds subject to reimbursement at the agreed rate.

The COUNTY will include the CHNEP in the annual audit performed by its Clerk and Auditor as appropriate. The parties agree to provide to each other, and any other third party, all information necessary to complete said audit.

The COUNTY will reconcile and provide statements of balances at least four times a year in February, May, August and November and provide continuous access thereto for CHNEP to reconcile as needed, as well as provide semi-annual and annual financial activity reports to the EPA or other funding agencies as needed to comply with financial management requirements of funding agencies. COUNTY staff will prepare annual Federal Financial Reports ("FFRs") and grant financials for inclusion in grant reports CHNEP prepares and submits.

The COUNTY will provide administrative support for processing grants and contracts as prepared by CHNEP staff and approved by the CHNEP Policy Committee. CHNEP will follow the COUNTY's usual procedures for the administration of grants, except that BOCC approval to submit grant applications and application-related documents is delegated to the COUNTY Administrator or his or her designee, through the Grant Administrative Approval ("GAA") process and annual agency appropriation grants will go through review for BOCC signature only. The COUNTY Administrator, or designee, will work with CHNEP to approve CHNEP grant applications and meet application deadlines. Approval of CHNEP grant applications will not be unreasonably withheld.

The COUNTY will provide training, guidance, assistance and independent oversight to ensure such financial transactions are handled in accordance with applicable local, state and federal requirements, associated CHNEP funding grant agreements, and in accordance with approved CHNEP Work Plan and Budget (and amended Work Plans and Budgets as they are approved by the CHNEP Policy Committee).

The CHNEP and the COUNTY will meet as needed to review CHNEP finances. Should the COUNTY become aware of any issues arising with CHNEP finances, the COUNTY will contact the CHNEP Executive Director immediately to inform them and work with them to resolve to the mutual satisfaction of CHNEP and the COUNTY.

The CHNEP Executive Director, as authorized by the CHNEP Policy Committee, is authorized to move and expend up to \$25,000 between items in the approved CHNEP

Work Plan and Budget and to move and expend up to \$20,000 for items not in the approved CHNEP Work Plan and Budget. This is to allow the CHNEP Executive Director to have some operational flexibility to deftly react to and address issues that arise between CHNEP Policy Committee meeting cycles. These changes will be reflected in an Amended or subsequent year's Work Plan and Budget, which will be reviewed and approved by the CHNEP Policy Committee at the next CHNEP Management Committee cycle.

b. Procurement Support Services

CHNEP staff will serve in the COUNTY Grant Coordinator role to prepare technical scopes of work and other documents necessary to request procurement of goods and services for the CHNEP through the COUNTY's procurement system.

The COUNTY will provide procurement services, training, guidance, assistance and oversight to ensure such procurement transactions are handled in accordance with applicable local, state and federal requirements, associated CHNEP funding grant agreements, and in accordance with approved CHNEP Work Plan and Budget (and amended Work Plans and Budgets as they are approved by the CHNEP Policy Committee).

CHNEP will have the authority to buy food, supplies and refreshments for CHNEP public and volunteer events without external approvals or processes beyond legally required finance management protocols. Upon employment with the COUNTY, the CHNEP Executive Director and CHNEP staff as designated by the Executive Director will be issued COUNTY P-Cards to facilitate CHNEP purchases in such amounts as are determined by the CHNEP Executive Director in consultation with the COUNTY procurement division. The CHNEP will follow COUNTY P-Card Policies and procedures. CHNEP also awards Conservation Grants under \$10,000 each, at the discretion of the CHNEP Executive Director, paid from local funding sources, which are not subject to the COUNTY's procurement processes which will be handled as check requests to vendors.

The CHNEP will follow the COUNTY's Purchasing Policies and Procedures, including purchasing thresholds and competitive procurement requirements, for all items purchased except as stated herein. Items procured from federal funds are subject to federal procurement guidelines, which will be applicable for federal procurements. Items procured from state funds are subject to state procurement guidelines, which will be applicable for state procurements. In the event that those differ from COUNTY's guidelines, federal procurement guidelines will apply. The COUNTY will work with CHNEP to resolve any procurement issues that may arise to the mutual satisfaction of the COUNTY and CHNEP.

The CHNEP and the COUNTY will meet as needed to review CHNEP procurements. Should the COUNTY become aware of any issues arising with CHNEP procurements, the COUNTY will contact the CHNEP Executive Director immediately to inform them and work with them to resolve to the mutual satisfaction of CHNEP and the COUNTY.

c. Information Technology Support Services

The CHNEP will be allowed to use, and is responsible for paying for, the necessary information technology hardware and software needed for its operations, including as needed for non-COUNTY business. The CHNEP routinely uses cloud-based subscription services including (but not limited to) Ionos web hosting, Wix website software, Constant Contact, Eventbrite, Zoom, and other software services. CHNEP will maintain its email identifiers as CHNEP.org, which will be routed through the COUNTY's email server.

The COUNTY will provide standard hardware and software necessary for CHNEP to conduct COUNTY-related business, as well as standard training and on-going technical support as needed to CHNEP staff. Additionally, COUNTY will provide CHNEP with VPN access to the COUNTY network, licenses to online ESRI Geographic Information System software and Adobe Pro and other software as deemed necessary, cell phones or cell phone stipends, and copier/scanner services. The COUNTY will allow CHNEP to obtain and maintain non-COUNTY mobile hot spots and cell enabled laptop devices to allow for non-COUNTY remote and mobile work, understanding that these devices will not operate on the COUNTY network. The COUNTY will provide back-up and cybersecurity for CHNEP electronic data that resides on COUNTY network or devices.

CHNEP will uphold COUNTY Information Technology policies. Should Information Technology issues arise, the COUNTY Manager or their designee will work with CHNEP Executive Director to resolve these issues to the mutual satisfaction of the COUNTY and CHNEP.

d. Office Space

The COUNTY will provide furnished office space for CHNEP staff, which includes a minimum of seven (7) enclosed or semi-enclosed offices, telephones, internet service, as well as climate controlled and secured storage areas for supplies and access to COUNTY conference rooms. Since CHNEP functions as a partnership to serve external members who routinely come to CHNEP offices for meetings with various CHNEP staff and CHNEP staff conduct the majority of their work through virtual meetings, as well as CHNEP office space being paid by square foot with non-COUNTY funds through the host fee, CHNEP office allocation can differ from standard COUNTY policies pertaining to office space. The location of the office space will preferably be within 15 miles of downtown Punta Gorda and near I-75, the location where CHNEP staff and partners are accustomed to commuting and CHNEP monthly volunteer events have been held to-date. Additionally, the COUNTY will provide routine cleaning and maintenance of the provided office space.

The CHNEP Executive Director and CHNEP Staff will be provided with key card access for entrance to COUNTY facilities and will comply with all COUNTY security policies and procedures, including complying with the COUNTY Facility Rules.

e. Liability and Insurance Coverage

The COUNTY will assume liability for and defend the CHNEP Executive Director and CHNEP staff in civil actions for acts or omissions arising within the course and scope of their employment with the COUNTY after the effective date of this Amended MOU. The COUNTY will provide the following insurance coverages, through its self-insurance program or otherwise, in amounts that, in its sole discretion, it deems appropriate:

- workers' compensation;
- unemployment compensation;
- general liability;
- professional liability; and
- automobile liability.

Nothing contained in this section shall be construed to be a waiver of sovereign immunity pursuant to and beyond the limited waiver contained in Section 768.28 of the Florida Statutes, or to provide a private right of action for any third party against the COUNTY. The COUNTY will provide Certificates of Insurance ("COIs") or their equivalent to CHNEP or its contractors as may be required.

f. Legal Services

The COUNTY will provide legal services, through the Office of the County Attorney, to the CHNEP as needed to perform its functions as provided for by law and through other agreements between the parties. Such services do not include advice or representation to CHNEP staff in their individual capacities. Nor will the COUNTY Attorney provide legal services to the CHNEP in the event of a dispute between the COUNTY and the CHNEP, or where the provisions of such services would be in violation of the Rules Regulating the Florida Bar. The parties, upon consultation regarding the advantages, risks and implications of dual representation, and pursuant to Rule 4-1.7(b) of the Rules Regulating the Florida Bar, hereby consent to dual representation by the COUNTY Attorney. In the instance where a conflict of interest may be present in the COUNTY Attorney providing such dual representation, the Executive Director is authorized to procure legal services for the CHNEP and its staff.

g. Public Records and Records Management

CHNEP will be subject to the provisions of Chapter 119 (the Florida Public Records Act) and Section 257.36 of the Florida Statutes (Records and information management.) All records made or received by CHNEP pertaining to official business, regardless of form and including all website and social media postings, unless otherwise exempt, constitute public records and will be managed accordingly. The COUNTY will provide Public Records and Records Management assistance to CHNEP staff, and CHNEP will cooperate with and follow COUNTY policies concerning responding to public records requests and records management.

4. COMMUNICATIONS

The CHNEP will maintain autonomous organizational communication channels across all its organizational platforms and is responsible for its own media and communications content development and approval, including Facebook, Instagram, CHNEP website, CHNEP Water Atlas website, etc., without COUNTY approval. CHNEP is not required to follow the COUNTY's Social Media policies. However, CHNEP will follow those sections of the COUNTY's social media policies and terms of use policies, and federal and state laws, that protect the First Amendment and non-discrimination rights of all persons interacting on CHNEP's platforms, including in the posting or removal of material or comments. CHNEP acknowledges that all material on all CHNEP platforms and websites constitute official public records that must be retained and archived in accordance with

Chapter 119 of the Florida Statutes and subparagraph 3.g., above. Should issues arise concerning CHNEP's platforms or social media, the CHNEP Executive Director will meet with the COUNTY's Social Media Manager in good faith to seek a mutually agreeable resolution.

CHNEP will maintain the independent ability to advertise and promote its events (including issuing press releases) without COUNTY approvals, as well as share its position vacancies across other platforms. CHNEP will also maintain its independent ability to engage in policymaker education and engagement on legislative issues relating to funding or to activities outlined in its Comprehensive Conservation and Management Plan.

5. CHNEP DUTIES

All administrative support of the CHNEP's functions, not delineated in Section 3 or 4 of this Amended MOU, shall be provided by the CHNEP staff. Such duties include, but are not limited to:

a. Budget - The annual CHNEP Work Plan shall serve as the CHNEP's annual budget and be the guide for the CHNEP to annually prepare and submit, through the County's budgetary system, a budget necessary to perform adequately the functions of the CHNEP, as mandated by federal and state law. The budget shall be written so as to provide compensation of the agreed-upon costs to the COUNTY of support services. The COUNTY shall have no authority over the approval of the CHNEP's budget, outside of its role as a member of CHNEP's Policy Committee governing body.

b. Reimbursement of Fund Advances - The CHNEP shall calculate and submit bills to the appropriate federal, state and local grantors for program expenditures and forward reimbursement payments to the COUNTY, upon receipt from such federal, state and local grantors.

c. Professional Services - So as to facilitate the COUNTY's conducting of the purchasing function for the CHNEP, the CHNEP in contracting for professional and other services shall comply with all applicable state, federal and local laws and ordinances governing procurement, including, but not limited to, Section 287.055, Florida Statutes ("The Consultants' Competitive Negotiation Act"), and Sections 1-2-176 through 1-2-193 of the Charlotte County Code of Laws and Ordinances (Procurement Code).

6. COMPENSATION

In consideration for the administrative support services to be provided herein by the COUNTY, the CHNEP shall budget annually a sum sufficient to reimburse the COUNTY the agreed-upon compensation for costs incurred by the COUNTY for administrative support, self-insurance, legal services, and indirect costs. The compensation will be calculated and negotiated annually to be up to 10% of CHNEP's total revenue in each annual operating budget. This scales the costs to CHNEP's fluctuating revenue and staffing/workload levels, which corresponds to administrative support levels, while still giving both the COUNTY and CHNEP predictable monetary amounts for budgeting purposes.

7. TRAVEL AND TRAVEL EXPENSES

All travel by CHNEP personnel shall be approved in advance by the CHNEP Executive

Director in accordance with the COUNTY's Travel Policy and the forms and procedures therein. Approved travel expenses shall be paid or reimbursed with funds derived from the CHNEP travel budget and in accordance with Section 112.061 of the Florida Statutes and the COUNTY's Travel Policy. The rates for reimbursement shall be according to the rates established by COUNTY Resolution 2003-157, as adjusted from time to time.

CHNEP staff will use personal vehicles for routine transportation and will not have access to COUNTY vehicles. CHNEP staff will follow COUNTY policies and procedures for the use of personal vehicles for official business. CHNEP staff routinely travel out of county and even out of state for CHNEP business. The CHNEP Executive Director will approve CHNEP staff travel in accordance with the total travel line-item amount in the approved Work plan or Budget (or within the extra Executive Director fiscal allowance amount). CHNEP staff travel will be processed through established COUNTY travel finance policies, forms and systems. The COUNTY will recognize and support CHNEP staff travel as deemed necessary by the Executive Director and consistent with the total travel budget line item in the approved CHNEP Work Plan and Budget (or within the discretionary fiscal authorities of the CHNEP Executive Director to amend such amounts between Management Conference cycles). If there are issues or ideas for improving processes that arise relating to CHNEP travel, the COUNTY Administrator or their designee and the CHNEP Executive Director will work together to address to the mutual satisfaction of CHNEP and the COUNTY.

8. ASSIGNMENT OF CONTRACTS AND AGREEMENTS

The COUNTY agrees that it will accept and facilitate assignment or other suitable transfer of existing CHNEP contracts and agreements (including funding, interlocal, and grant) to be effective on October 1, 2022.

9. AMENDMENT OF MOU

The COUNTY and the CHNEP may, upon initiation of either party, amend their MOU to cure any ambiguity, defect, omission or to provide for additional duties and understandings which are consistent with the intent and purpose of the MOU. Amendments to the MOU must be in writing and signed by the parties.

10. TERM, DURATION AND TERMINATION

The Effective Date of this Amended MOU is the date on which it is signed by both parties. The understandings in this Amended MOU will continue from year to year unless this Amended MOU is further amended by the parties in writing or unless either party rescinds or terminates this Amended MOU with one year's notice. The COUNTY'S obligations under this Amended MOU are contingent upon the receipt of sufficient funding by the CHNEP from which the CHNEP's obligations under this Amended MOU may be discharged.

11. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures on the date and year written below.

WITNESS:

COASTAL & HEARTLAND NATIONAL
ESTUARY PARTNERSHIP

Signed By: David Fress

Print Name: David Fress

Date: 3/13/26

By: Elizabeth Sweigert
Elizabeth Sweigert
Policy Committee Co-Chair

Date: 3/13/26

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

ATTEST:

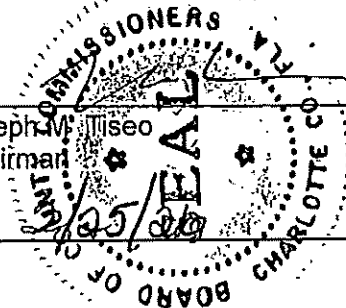
Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: Kimberly Walsh
Deputy Clerk ALGR 2062-093

By: _____

Joseph M. Tiseo
Chairman

Date: _____



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____

Thomas M. David, County Attorney
LR 25-11221 TMD

EXHIBIT B

WORK ASSIGNMENT # _____
CHARLOTTE COUNTY PURCHASING DIVISION
CONTRACT NO. _____

THIS WORK ASSIGNMENT

1.	Work Assignment #	
2.	Short Title	
3.	Date Submitted	
4.	Amount	
5.	Scheduled Completion	

In presenting this Work Assignment, Consultant agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Assignment has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work Assignment. Unless specified herein, additional information will not be required.

SUBMITTED AND AGREED TO BY:

BY:

Name of Consultant (Type/Print)

See Attached

Signature

DATE:

RECOMMENDED AND APPROVED BY:

FISCAL REVIEWED BY:

**CHARLOTTE COUNTY
DEPARTMENT DIRECTOR:**

CHARLOTTE COUNTY PURCHASING:

CHARLOTTE COUNTY ADMINISTRATION: