

COOPERATIVE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CHARLOTTE COUNTY
FOR
COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP
NON-FEDERAL FUNDING FOR THE FEDERAL FISCAL YEAR 2026
THROUGH 2030 ANNUAL WORKPLANS (W526)

This COOPERATIVE AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CHARLOTTE COUNTY, a political subdivision of the State of Florida, having an address of 18500 Murdock Circle, Port Charlotte, Florida 33948, on behalf of the Coastal & Heartland National Estuary Partnership (CHNEP), hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, the estuaries and watersheds in the Coastal & Heartland National Estuary Partnership (including Charlotte Harbor) were named to the National Estuary Program on July 6, 1995, to improve and protect their environmental integrity through the development of a Comprehensive Conservation and Management Plan (CCMP); and

WHEREAS, the CHNEP convened a Management Conference consisting of a Policy Committee, a Management Committee, a Technical Advisory Committee, and a Citizens Advisory Committee to carry out the mission of the CHNEP; and

WHEREAS, the COUNTY currently serves as the fiscal and legal host entity for the CHNEP, and has the authority to enter into agreements on behalf of the CHNEP; and

WHEREAS, the DISTRICT desires to provide funding for programmatic staff support to accomplish various goals common to both the DISTRICT and the CHNEP as set forth in the Annual Workplans, which are prepared and approved on an annual basis for each fiscal year, hereinafter referred to as the "PROJECT."

NOW THEREFORE, the DISTRICT and the COUNTY on behalf of the CHNEP, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Mark Walton, Senior Environmental Scientist
Southwest Florida Water Management
District 7601 U.S. Highway 301 North
Tampa, Florida 33637-6759
mark.walton@swfwmd.state.fl.us
(813) 336-1492

Project Manager for the COUNTY/CHNEP:
Jennifer Hecker, Executive Director
Coastal & Heartland National Estuary Partnership
c/o Charlotte County
1050 Loveland Blvd
Port Charlotte, Florida 33980
JHecker@chnep.org
(941) 833-6583

Any changes to the above representatives or addresses must be provided to the other party in writing.

Reports required under this Agreement may be provided to the DISTRICT Contract Manager via email.

2. SCOPE OF WORK.

The CHNEP, hosted by the COUNTY, shall perform the services necessary to accomplish the PROJECT in accordance with the approved CHNEP Annual Workplans for each fiscal year of this Agreement. Any substantive changes to the Annual Workplans must be approved by the Policy Committee of the CHNEP and will be conveyed to the DISTRICT by the CHNEP. Any increase in DISTRICT funding must be expressly agreed to by the DISTRICT'S Governing Board.

3. FUNDING.

The DISTRICT agrees to provide the CHNEP Fifty-Six Thousand Dollars (\$56,000) in each fiscal year of this Agreement and anticipates funding costs up to an amount not to exceed \$280,000 over the period of October 1, 2025, through September 30, 2030. . The DISTRICT shall have no obligation to pay any costs or provide any services beyond those described in this Agreement.

- 3.1 The total payments to the CHNEP for each fiscal year of this Agreement will not exceed Fifty-Six Thousand Dollars (\$56,000). The DISTRICT agrees to pay the CHNEP, by and through the COUNTY, one-half (1/2) of the budgeted fiscal year amount on or about December 1 of each year and the remaining one-half (1/2) on or about March 1 of each year. The CHNEP will submit the Annual Workplan to the DISTRICT each fiscal year prior to any payments made by the DISTRICT. The DISTRICT will not be obligated to make the second payment due March 1 of each year, until the CHNEP provides the DISTRICT with supporting documentation for the first payment. The CHNEP will utilize the funding provided pursuant to this

Agreement solely for allowable PROJECT costs in accordance with the CHNEP CCMP. Any travel expenses which may be authorized under this Agreement will be paid in accordance with Section 112.061, F.S.

- 3.2 Payment requests and supporting documentation shall be submitted to the DISTRICT at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

- 3.3 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT. The CHNEP recognizes that the DISTRICT has approved \$56,000 per year for the PROJECT for each Fiscal Year of this agreement, consisting of \$56,000 in programmatic support. The funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT Governing Board, in its sole discretion, in its annual budgets for future years.

4. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2025, and shall remain in effect through September 30, 2030, unless terminated, pursuant to Paragraph 9 below, or amended in writing by the parties.

5. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT to the CHNEP, the CHNEP will work with the COUNTY to permit the DISTRICT to examine or audit all PROJECT related records and documents during or following PROJECT completion at no cost to the DISTRICT. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Payments made to the COUNTY under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least 3 years following completion of the PROJECT. If an audit has been initiated and audit findings have not been resolved at the end of the 3 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The COUNTY understands and will comply with its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The COUNTY shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the

expiration or termination of this Agreement.

6. RISK, LIABILITY, AND INDEMNITY.

- 6.1 To the extent permitted by Florida law, CHNEP assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the implementation of the PROJECT; provided, however, that the CHNEP shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COUNTY on behalf of the CHNEP does not in any way constitute an agency relationship between the DISTRICT and the COUNTY or CHNEP.
- 6.2 The COUNTY on behalf of CHNEP agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COUNTY'S or CHNEP's officers, employees, contractors and agents related to its performance under this Agreement.
- 6.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COUNTY'S sovereign immunity or an extension of COUNTY'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COUNTY for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COUNTY to be sued by third parties in any manner arising out of this Agreement.
- 6.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.
- 6.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

7. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default

within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

8. DISTRICT RECOGNITION.

The Parties acknowledge that the DISTRICT intends to perform data collection and laboratory analyses in support of the Coastal Charlotte Harbor Monitoring Network (CCHMN). The CHNEP shall recognize the DISTRICT in any reports, models, studies, maps, or other documents resulting from this Agreement, unless all parties to the CHNEP are being recognized. The form of said recognition shall be subject to DISTRICT approval.

9. LAW COMPLIANCE.

Each party shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement

10. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

11. CONTRACTORS.

Nothing in this Agreement shall be construed to create or be implied to create any relationship between the DISTRICT and any consultant or contractor of the COUNTY or CHNEP.

12. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

13. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COUNTY is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this

Agreement shall be exclusively in Hillsborough County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

15. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. COUNTERPARTS.

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one (1) agreement. The signatures of all of the parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and will have the same force and effect as a written signature. Each party signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

17. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

18. DOCUMENTS.

The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A."

Exhibit "A" Project Plan

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS OF FLORIDA ON BEHALF OF
THE COASTAL & HEARTLAND NATIONAL ESTUARY PARTNERSHIP

By: _____ 10/29/25
Joseph M. Tiseo Date
Chairman

Title: _____
Authorized Signatory

ATTEST:

By: _____
Roger D. Eaton, Clerk of the Circuit Court
and Ex-officio Clerk of the Board of County
Commissioners

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR 2025-0689

COOPERATIVE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CHARLOTTE COUNTY
FOR
COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP
NON-FEDERAL FUNDING FOR THE FEDERAL FISCAL YEAR 2026
THROUGH 2030 ANNUAL WORKPLAN (W526)

EXHIBIT "A"
PROJECT PLAN
CHNEP NON-FEDERAL FUNDING
FOR THE FEDERAL FISCAL YEAR 2026
THROUGH 2030 ANNUAL WORKPLANS (W526)

BACKGROUND:

The DISTRICT has contributed annual funding to the CHNEP since 1997 to carry out the administration and implementation of projects identified in the CHNEP Comprehensive Conservation and Management Plan (CCMP). The PROJECT provides for funding of selected projects in the Fiscal Year 2026 through 2030 Workplans for the CHNEP. Projects included in this Agreement are consistent with the goals and objectives of both the CCMP and the Charlotte Harbor Surface Water Improvement and Management (SWIM) Plan. The projects indicated below are the only projects in the current Workplan covered by this Agreement.

PROJECT OBJECTIVES:

The DISTRICT'S support of the CHNEP creates an opportunity for a cohesive effort between the DISTRICT, CHNEP and other state and local agencies to implement resource management decisions and restoration activities. Projects contained within the CHNEP Annual Work Plan address management issues concerning hydrologic alterations, water quality degradation, and habitat loss within the Peace and Myakka River watersheds and the Charlotte Harbor estuary.

1. Staff Support

The DISTRICT, as a member of the Management Conference of the CHNEP, provides funding for the administration of the CCMP. Under the guidance of the Coastal and Heartland National Estuary Partnership Policy Committee, the Partnership Office will remain in place during the implementation phase of the CCMP. Existing core staff shall assist and guide with the administrative support of the COUNTY and the implementation of objectives outlined in the CCMP. Administrative tasks include tracking the progress of implementing CCMP objectives, administering grants and contracts, conducting the CCMP consistency review, supporting the long-term monitoring and data management strategies, and continuing support of the activities relevant to the program's committees and associated subcommittees.

MEASURABLE BENEFIT:

The administration of the CCMP as required by this Agreement.

DELIVERABLES:

- Bi-annual reports to USEPA documenting staff accomplishments.

PROJECT BUDGET:

Fiscal Year	Amount
FY26	\$56,000
FY27	\$56,000
FY28	\$56,000
FY29	\$56,000
FY30	\$56,000
Total	\$280,000

PROJECT SCHEDULE:

Tasks

Completion Date

1. Staff Support

Receive USEPA Project Progress Report
 Receive USEPA Project Progress Report
 Complete Staff Support

April 30, 2026
 October 31, 2026
 December 31, 2026