

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

**THIS MEMORANDUM OF UNDERSTANDING (“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**, in consideration of payment by the CHNEP for direct and indirect costs as specified herein, the COUNTY will act as the CHNEP Host Entity 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 MOU and to provide the administrative services hereinafter described.

**NOW, THEREFORE**, the purpose of this 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.

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.

**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 CHNEP Work Plan 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 its own compensation studies or analysis to determine appropriate pay ranges 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, 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. 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 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 Human Resource staff, the CHNEP Executive Director will be notified and included as allowed.

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. Should an issue arise with a non-legally required COUNTY personnel policy, CHNEP and COUNTY will work collaboratively to ensure a mutually satisfactory resolution. 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 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 have a dedicated finance and grants staff position 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. 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, including Federal Financial Reports (“FFRs”).

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. 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**

The CHNEP will have a dedicated finance and grants staff position, who will serve in the COUNTY Grant Coordinator role, and along with other CHNEP staff, will 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 small Conservation Grants, at the discretion of the CHNEP Executive Director, paid from local funding sources, which are not subject to the COUNTY's procurement processes, but may be handled through requisitions and purchases orders.

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 will work with CHNEP 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 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.

**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 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 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, which shall be approved by the CHNEP governing board.

- 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/work load 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 ~~r~~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 ~~r~~ 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, COUNTY and CHNEP 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 this MOU to cure any ambiguity, defect, omission or to provide for additional duties and understandings which are consistent with the intent and purpose of this MOU. Amendments to this MOU must be in writing and signed by the parties.

**10. TERM, DURATION AND TERMINATION**

The Effective Date of this MOU is October 1, 2022. The understandings in this MOU will continue from year to year unless this MOU is amended by the parties in writing or unless either party rescinds or terminates this MOU with one year's notice. The COUNTY'S obligations under this MOU are contingent upon the receipt of sufficient funding by the CHNEP from which the CHNEP's obligations under this MOU may be discharged.

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

WITNESS:

**COASTAL & HEARTLAND NATIONAL ESTUARY PARTNERSHIP**

Signed By: \_\_\_\_\_

By: \_\_\_\_\_

Jennifer Carpenter  
Policy Committee Co-Chair

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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: \_\_\_\_\_

William G. Truex  
Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_

Janette S. Knowlton, County Attorney  
LR 22-0424 \_\_\_\_\_