



COASTAL & HEARTLAND NATIONAL ESTUARY PARTNERSHIP

INDIAN RIVER LAGOON NATIONAL ESTUARY PROGRAM

SARASOTA BAY ESTUARY PROGRAM

TAMPA BAY ESTUARY PROGRAM

## AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

### CONCERNING

### THE FLORIDA ESTUARIES ALLIANCE

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby made and entered into by and between the **COASTAL & HEARTLAND NATIONAL ESTUARY PARTNERSHIP** ("CHNEP"), the **INDIAN RIVER LAGOON COUNCIL**, host of the **INDIAN RIVER LAGOON NATIONAL ESTUARY PROGRAM** ("IRLNEP"), the **SARASOTA BAY ESTUARY PROGRAM** ("SBEP"), and the **TAMPA BAY ESTUARY PROGRAM** ("TBEP"), hereinafter referred to collectively as the "Parties", in order to amend and continue collaborations as the **FLORIDA ESTUARIES ALLIANCE** ("Alliance").

#### A. PARTIES

The CHNEP, IRLNEP, SBEP and TBEP are part of the National Estuary Program ("NEP") established under the Federal Clean Water Act and funded nationally by the United States Environmental Protection Agency. The NEP is dedicated to building partnerships to implement programs and projects that protect and restore estuaries of significant importance by improving water quality, increasing habitat, and enhancing natural resources for the use and enjoyment of the public.

#### B. POTENTIAL COLLABORATORS

The Alliance will seek to collaborate with agencies and organizations that share the goals and have a common purpose with the Alliance which may include, but may not be limited to:

1. The Florida Department of Environmental Protection's Florida Coastal Office ("FCO"), a division of the Florida Department of Environmental Protection that acts as manager over forty-one state designated Aquatic Preserves ("APs"), three National Estuarine Research Reserves ("NERRs"), the Florida Coral Reef Conservation Program, and the Florida Keys National Marine Sanctuary;
2. The APs which are designated by Chapter 258, Part II, Florida Statutes, in order to set aside forever, for the benefit of future generations, state-owned submerged lands in areas which have exceptional biological, aesthetic, and scientific value;
3. The Florida NERRs which are designated to protect and study estuarine systems through a partnership with the National Oceanic and Atmospheric Administration and coastal states with long term research focused on stewardship, training, and education;
4. The Florida Keys National Marine Sanctuary, which is designated by the National Marine Sanctuaries Act to restore and protect the natural systems and marine resources of the Florida Keys;

5. The five Water Management Districts in the State of Florida, which are designated by Chapter 373, Florida Statutes, to protect and preserve water resources within their boundaries;
6. The ten Regional Planning Councils in the State of Florida, which are designated by Chapter 186, Florida Statutes, to serve their citizens and member governments by providing a forum to foster communication, coordination, and collaboration in identifying and addressing issues and needs within their regions.
7. The Florida Fish Wildlife Conservation Commission and the Fish and Wildlife Research Institute, which are designated by Chapter 379, Florida Statutes, to manage fish and wildlife resources for their long-term well-being and the benefit of people.
8. The Florida Ocean Alliance, which is a nonpartisan organization dedicated to bringing together the private sector, academia, and nonprofit research organizations to protect and enhance Florida's coastal resources;
9. The Aquatic Preserves Society ("APS") which is a not for profit Florida corporation incorporated under the provisions of Chapter 617, Florida Statutes, approved by the Florida Department of State, and has an IRS designation as a 501(c)3 organization. APS's mission is to secure funding that benefits the FCO and the state's APs, associated Buffer Preserves, Florida's NERRs and the Coral Reef Conservation Program, and to serve as an advocate for FCO's needs and priorities;
10. The Biscayne Bay Commission, which is an advisory council within the Florida Department of Environmental Protection under the provisions of Chapter 163, Florida Statutes, to coordinate all public policy and projects related to Biscayne Bay;
11. The Pensacola and Perdido Bays Estuary Program, which is a coalition of local, state, and federal stakeholders, serving as a trusted source for the community on issues relating to preserving, restoring, improving, and maintaining the natural habitat and ecosystem of the bays, estuaries, and watersheds of Pensacola and Perdido Bays.
12. The Choctawhatchee Basin Alliance of Northwest Florida State College ("CBA"), which is a not for profit Florida corporation incorporated under the provisions of Chapter 617, Florida Statutes, approved by the Florida Department of State, and has an IRS designation as a 501(c)3 organization. The CBA promotes swimmable, fishable waterways in the Choctawhatchee River and Bay watershed communities through monitoring, education, restoration, and research.
13. The St. Andrews and St. Joseph Bays Estuary Program, which is a partnership between The Nature Conservancy, Bay County and Florida State University, to improve the common sense, science-based understanding of the needs of the estuary, and to develop, promote and implement projects that protect and restore the health of the bays.
14. Other potential collaborators at the local, state, and federal levels.

### C. PURPOSE AND GOAL

1. The Parties enter into this Memorandum of Understanding (“MOU”) to:
  - a. Implement a long-term programmatic strategy that will support priority projects and programs; and,
  - b. Help meet federal, state, and local estuarine restoration, stewardship, and protection goals.

This purpose and goal will be achieved through the creation of an alliance among the four National Estuary Programs in Florida to be known as the Florida Estuaries Alliance (“Alliance”). The Alliance provides a forum for discussion and identification for projects and programs that carry out the purpose, goals and common themes set forth in this MOU. The mission of the Alliance is to help advance the State of Florida as a national leader in coastal and estuarine restoration, research, stewardship, and education. A central outcome of that mission is to better inform statewide leaders and the public about the important environmental, economic, and cultural assets associated with Florida’s estuaries.

2. The Alliance will facilitate partnering and collaboration on current and future projects, promote efficient use of limited resources and reduce duplication of effort.
3. The Alliance seeks to protect, preserve, and enhance federal, state, and local priority water bodies through projects and programs of the Parties and Potential Partners that include:
  - a. monitoring and assessing water quality, habitat restoration, and fish and wildlife improvement projects;
  - b. upgrading and improving stormwater and wastewater facilities and infrastructure;
  - c. restoring critical coastal habitats and maintaining protections for existing habitats;
  - d. planning and implementing cost-effective coastal resilience and adaptation strategies in urban areas;
  - e. improving tidal circulation and natural estuarine flow patterns with opportunistic infrastructure alterations and hydrologic restoration;
  - f. investing in land acquisition projects that restore natural functions, protect surface and groundwater resources, and support broader restoration initiatives;
  - g. planning and implementing marine and estuarine debris abatement programs;
  - h. monitoring and communicating science-based information on the status of estuarine systems, including progress on investments and ecosystem changes; and,
  - i. planning and implementing education and community outreach programs to support restoration and protection of coastal areas and resources.
4. The Alliance will work with public and private sector partners to support a sustained source of funding for the Parties and its Potential Partners that will assist the State of Florida in evaluating, restoring, and increasing resilience of critical environmental and economic resources through enhanced project modeling, mapping, and monitoring, which is the backbone of successful estuarine restoration and protection.

5. Members of the Alliance will utilize their existing organizational structures and demonstrated project management experience to accomplish the stated purpose and goal of the Alliance.
6. Although the Alliance will not implement projects and programs itself, the Alliance will lend its support to those projects and programs of the Parties and Potential Partners that are consistent with the goals, purpose and common themes set forth in this MOU.

#### **D. BENEFITS OF THE FLORIDA ESTUARIES ALLIANCE**

The Parties agree that benefits to be achieved through the Alliance include providing:

1. A comprehensive approach to estuarine challenges statewide;
2. Cost-effective collaboration and shared resources between state and federally designated programs that are guided by strong science and resource management plans already in place;
3. Strong public and private stakeholder support on multiple levels and geographic scales;
4. Successful implementation of programs and projects through monitoring, mapping, and modeling implemented by the Alliance and Potential Partners that will create a statewide framework of scientific guidance for long-term restoration and protection of estuarine resources;
5. Greater access by the public to existing data and science-based information;
6. Effective and easy sharing of “lessons learned” among Alliance members and Potential Partners;
7. A proactive approach to understanding existing and future impacts to estuarine systems; and,
8. Regional, statewide, and federal cooperation that will increase the return on investment for habitat restoration and protection, and will promote healthy bays, lagoons, and estuaries throughout the State of Florida.

#### **E. COMMON THEME**

Working with a common vision for healthy estuaries and a strong sustainable coastal economy in Florida, the Alliance brings together citizens, scientists, businesses, and government to solve estuarine and coastal environmental problems and promote healthy, vibrant communities. The Alliance recognizes the essential need for regional and statewide partnerships among the private, public, and independent sectors. Alliance members work together with Potential Partners to develop and implement science-based action plans that enhance Florida’s estuaries and coastal waters as a portfolio of vital environmental and economic assets benefiting local communities, the State, and the entire nation.

#### **F. COMMENCEMENT AND TERM**

This MOU shall take effect upon execution by all Parties and shall remain in effect for a period of five (5) years unless extended, amended, or modified in writing by the Parties.

#### **G. SUNSET REVIEW**

This MOU will be reviewed by the Alliance members approximately five (5) years from the Effective Date and on or about each five (5) year period thereafter. The Alliance members shall reach consensus on whether to terminate this MOU, amend this MOU or continue this MOU for another (5) five-year period. Should no action occur, the MOU will continue for another (5) five-year period.

#### **H. WITHDRAWAL AND ADDITION OF PARTIES**

Any Party may withdraw from the Alliance by giving thirty (30) days written notice to the other Parties. With the unanimous approval of all Parties, additional organizations or programs may be added as Parties to this MOU.

#### **I. ALLIANCE BOARD OF DIRECTORS**

1. Each Party shall designate a representative to serve as a member of the Alliance Board of Directors ("Board"). Parties may also designate an alternative representative to attend Board meetings in the absence of their designated representative.
2. The Board shall identify and prioritize projects and programs that will achieve the purpose, goals, and common theme of the Alliance, as stated above. Further, the Board shall identify those projects and programs that the Alliance will support for which the Parties and/or Potential Partners are seeking to secure funding. Action by the Board to support a project or program of a Party or Potential Partner must be unanimous.
3. Nothing in this MOU prohibits, restricts or in any way affects each Party's right to independently seek and secure funding for projects and programs that are a priority for that Party.

#### **J. PRINCIPAL CONTACTS**

The principal contacts for the purpose of any notice requirement under this MOU are:

1. For CHNEP –  
Executive Director  
Coastal & Heartland National Estuary Partnership  
1050 Loveland Blvd, Suite D  
Port Charlotte, FL 33980  
Phone: 941-833-6580
2. For IRLNEP –  
Executive Director  
Indian River Lagoon National Estuary Program

1235 Main Street  
Sebastian City Hall Complex  
Sebastian, FL 32958  
Phone: 772-742-2858

3. For SBEP –  
Executive Director  
Sarasota Bay Estuary Program  
11 S Orange Ave  
Sarasota, FL 34236  
Phone: 941-955-8085
  
4. For TBEP –  
Executive Director  
Tampa Bay Estuary Program  
263 13<sup>th</sup> Ave S., Suite 350  
St. Petersburg, FL 33701  
Phone: 727-893-2765

#### **J. LEGAL EFFECT**

This MOU sets forth the mutual understandings and intentions of the Parties but does not create any right, benefit, or claim which is enforceable against any Party, or any officer, director, agent or representative thereof. Nothing in this MOU diminishes the independent authority or responsibilities of the Parties. Nothing in this MOU gives the Alliance any final decision making authority over the implementation or funding of any project or program.

#### **K. JOINDER CLAUSE**

The Parties may allow other collaborators to the extent allowed by law, to participate as members of the Alliance, provided they are unanimously approved by the Parties in their respective sole and absolute discretion. Upon unanimous approval of the Parties, such collaborator must execute a Joinder Agreement by which it agrees to comply with all of the provisions of this MOU.

#### **L. AUTHORIZED REPRESENTATIVES**

By signature below, the Parties represent and affirm their intention to be a member of the Florida Estuaries Alliance and that the persons signing below are authorized to act on their behalf for the matters set forth herein.

**THE PARTIES HERETO** execute this Memorandum of Understanding as follows:

**COASTAL & HEARTLAND NATIONAL  
ESTUARY PARTNERSHIP**

**INDIAN RIVER LAGOON NATIONAL ESTUARY  
PROGRAM**

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

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

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(Print Name) TITLE

\_\_\_\_\_  
(Print Name) TITLE

**SARASOTA BAY ESTUARY PROGRAM**

**TAMPA BAY ESTUARY PROGRAM**

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

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(Signature) DATE

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(Print Name) TITLE

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(Print Name) TITLE