MEMORANDUM OF UNDERSTANDING
CONCERNING
THE FLORIDA ESTUARIES ALLIANCE

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM ("CHNEP"), the IRL COUNCIL, host of the Indian River Lagoon National Estuary Program ("IRLC"), the SARASOTA BAY ESTUARY PROGRAM ("SBEP"), and the TAMPA BAY ESTUARY PROGRAM ("TBEP"), hereinafter referred to collectively as the "Parties", in order to establish the FLORIDA ESTUARIES ALLIANCE ("Alliance").

A. PARTIES:

The CHNEP, IRLC, SBEP and TBEP are part of a national network of National Estuary Programs ("NEPs") established under the Federal Clean Water Act and funded nationally by the United States Environmental Protection Agency. The NEPs are 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 PARTNERS

The Alliance will seek to partner with agencies and organizations that share the goals and have a common purpose with the Alliance such as:

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 three National Estuarine Research Reserves ("NERRs") and forty-one state designated Aquatic Preserves ("APs");

2. 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.

3. 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.

4. 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.

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 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.

7. 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.

8. Other potential partners 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 Florida’s four NEPs 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: implementation and assessment of habitat restoration and water quality improvement projects; cost-effective coastal resilience enhancement in urban areas, such as living shorelines projects; marine and estuarine debris abatement programs; communication of science-based information on the status of estuarine systems;
education and community outreach programs to support restoration and protection of coastal areas and resources; and land acquisition projects that restore natural functions, protect surface and groundwater resources and support restoration initiatives.

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 and statewide cooperation that will increase the return on investment for habitat restoration and protection, and will promote healthy bays, lagoons and estuaries.

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 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. 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.

H. 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.

I. PRINCIPAL CONTACTS: The principal contacts for the purpose of any notice requirement under this MOU are:
1. For CHNEP –
   Director
   Charlotte Harbor National Estuary Program
   326 West Marion Avenue
   Punta Gorda, Florida 33950
   Phone: 941-575-3392

2. For IRLC –
   Executive Director
   IRL Council & 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 13th Ave S.
   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. **AUTHORIZED REPRESENTATIVES:** By signature below, the Parties represent and affirm their intention to be a member of the Florida Estuaries Alliance and that 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:

CHARLOTTE HARBOR NATIONAL FLORIDA ESTUARY PROGRAM

Lisa B. Beaver 8/22/2016
(Signature) DATE

Lisa B. Beaver, Director
(Print Name) TITLE

IRL COUNCIL

Dwayne E. DeFrusce 12/09/2016
(Signature) DATE

Dwayne E. DeFrusce, Exec. Director
(Print Name) TITLE

Sarasota Bay Estuary Program

Mark Alderson 10/11/16
(Signature) DATE

Mark Alderson, Executive Director
(Print Name) TITLE

Tampa Bay Estuary Program

Holly Greening 8/22/16
(Signature) DATE

Holly Greening, Executive Director
(Print Name) TITLE