

LEGEND:

Black Text: Funding schedules, as defined in the current Interlocal Agreement upon execution of the Pasco County Joinder Agreement in 2016.

Blue Text: Initial recommended language updates and updates to the funding schedules for Management and Policy Board review, as defined in the DRAFT Interlocal Agreement Update distributed via email on Nov. 23, 2020.

Red Text: Additional proposed interlocal agreement language updates and updated funding schedules based upon all partner comments received as of January 22, 2021. These additional changes were proposed for insertion in the FINAL Interlocal Agreement Update and approved at the February 2021 Management and Policy Boards.

Green Text: Scrivener's corrections addressing additional partner comments received after February 19, 2021 Policy Board meeting and presented at TBEP's May 2021 Board meetings.

DRAFT FINAL

**TAMPA BAY ESTUARY PROGRAM
AMENDED AND RESTATED INTERLOCAL AGREEMENT**

THIS TAMPA BAY ESTUARY PROGRAM INTERLOCAL AGREEMENT (the “Agreement”) is executed and made effective by and among the following governmental entities:

1. CITY OF CLEARWATER, a Florida municipal corporation; 2. CITY OF ST. PETERSBURG, a Florida municipal corporation; 3. CITY OF TAMPA, a Florida municipal corporation; 4. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, a Florida state agency; 5. FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION’S FISH AND WILDLIFE RESEARCH INSTITUTE, an institute; 6. HILLSBOROUGH COUNTY, a ~~Florida~~-political subdivision of the State of Florida; 7. THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, a political subdivision of the State of Florida; 8. MANATEE COUNTY, a ~~Florida~~-political subdivision of the State of Florida; 9. PINELLAS COUNTY, a ~~Florida~~-political subdivision of the State of Florida; 10. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida; 11. the TAMPA PORT AUTHORITY, an independent special district of the State of Florida ~~a Florida port authority~~; 12. the TAMPA BAY REGIONAL PLANNING COUNCIL, a Florida regional planning council; ~~and~~ 13. TAMPA BAY WATER, a regional water supply authority; 14. PASCO COUNTY, a political subdivision of the State of Florida; and, 14 15. the MANATEE COUNTY PORT AUTHORITY, a dependent special district of the State of Florida, (collectively the “Parties” and each singularly a “Party”), and the following recitation of facts are provided in support of this Agreement:

(A) The Tampa Bay National Estuary Program (hereinafter, “Tampa Bay Estuary Program” or “Program”) was established in 1991 to assist the Tampa Bay area in developing a

comprehensive plan to restore and protect Tampa Bay. The Tampa Bay Estuary Program was created by Interlocal Agreement dated February 27, 1998 (the “~~Prior~~ Original Interlocal Agreement”), as amended and restated August 10, 2015, and is governed by a Policy Board and advised by a Management Board. The Tampa Bay Estuary Program is a part of a national network of twenty-eight (28) National Estuary Programs established under the Federal Clean Water Act and administered nationally by the United States Environmental Protection Agency.

(B) Local government and regulatory agency participants in the Tampa Bay Estuary Program consisting of the Parties described in the Preamble above, as well as the United States Environmental Protection Agency and the United States Army Corps of Engineers, have developed and unanimously adopted a Comprehensive Conservation & Management Plan for Tampa Bay, known as Charting the Course, dated December 1996, which was updated in May 2006, ~~and~~ amended in February 2013, and updated again in 2017 (the “CCMP”), and are committed to its successful implementation. The CCMP seeks to ensure that Tampa Bay remains a vibrant part of the region's environmental and economic landscape by preserving and enhancing its roles as a recreational resource, international seaport and home for fish and wildlife.

(C) The CCMP presents goals for ~~the improvement of Water & Sediment Quality, Bay Habitats, Fish & Wildlife, Spill Prevention and Response, Dredging and Dredged Material Management, Invasive Species, Public Education and Involvement, and Climate Change~~ clean water and sediments; thriving habitats and abundant wildlife; and an informed, engaged and responsible community which will be re-examined at least once every five (5) years and updated as appropriate. To achieve the CCMP goals, this Agreement emphasizes regional cooperation and

regulatory flexibility that allows the Parties to select cost-effective and environmentally beneficial bay improvement options for their communities, so long as the goals of the CCMP are met.

(D) The parties to the CCMP and the Original Interlocal Agreement ~~dated February 27, 1998~~, established the Tampa Bay Estuary Program as the first National Estuary Program to adopt a binding agreement for implementation of the CCMP ~~to ensure that the CCMP is implemented~~, and now seek to ensure that the CCMP continues to be properly and effectively implemented.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and adequacy acknowledged by them, the Parties agree as follows:

ARTICLE ONE – INTRODUCTORY PROVISIONS

1.1 **Recitals.** The statements contained in the recitation of facts set forth above (collectively the "Recitation of Facts") are true and correct, and are hereby made a part of this Agreement by this reference.

1.2 **Exhibits.** The exhibits which are attached to this Agreement are by this reference made a part hereof.

1.3 **Abbreviations and Definitions.** The following abbreviations and definitions will be used for purposes of this Agreement:

(a) The abbreviations and definitions contained in the Preamble will be used for purposes of this Agreement.

(b) The abbreviations and definitions contained in the Recitals will be used for purposes of this Agreement.

(c) The term “Act” shall mean Section 163.01, Florida Statutes the Florida Interlocal Cooperation Act of 1969.

(d) The term “Action Plan(s)” shall mean the comprehensive action plans set forth in the CCMP, including initiatives and strategies to be undertaken to attain the CCMP Goals.

(e) The term “Agreement” shall mean this Amended and Restated Interlocal Agreement between the Parties as it is presently constituted or as it may be amended from time to time.

(f) The term “Army Corps” shall mean the United States Army Corps of Engineers, a federal agency.

(g) The term “CCMP” shall mean the Comprehensive Conservation and Management Plan, dated December 1996, unanimously approved by the Parties, as updated in May 2006, amended in February 2013, and again updated in 2017, and as it may be amended from time to time.

(h) The term “CCMP Goals” or “Goals” shall mean those goals and priorities of the CCMP set forth in Section 4.1 below, as amended from time to time.

(i) The term “Clearwater” shall mean the City of Clearwater, a Florida municipal corporation.

(j) The term “Cities” shall mean collectively Clearwater, St. Petersburg, and Tampa.

(k) The term “Contribution” includes funding of the Tampa Bay Estuary Program, the Tampa Bay Environmental Restoration Fund, [the Bay Mini Grant Program](#) and/or projects which support the goals of the CCMP and are included in the approved Work Plan.

(l) The term “Counties” shall mean collectively Hillsborough, Manatee, [Pasco](#) and Pinellas.

(m) The term “DEP” shall mean the Florida Department of Environmental Protection, a Florida state agency.

(n) The term “Effective Date” shall mean the date that all Parties have duly executed this Agreement and filing has been completed under Section 11.14 below.

(o) The term “EPA” shall mean the United States Environmental Protection Agency, a federal agency.

(p) The term “EPC” shall mean the Environmental Protection Commission of Hillsborough County, a political subdivision of the State of Florida.

(q) The term “Full Budget” includes the Work Plan Budget and all other funding received by the Tampa Bay Estuary Program for projects, programs, operations and staffing.

(r) The term “Funding Entity” shall mean and include Local Governments and SWFWMD.

(s) The term “Hillsborough” shall mean Hillsborough County, a **Florida** political subdivision [of the State of Florida](#).

(t) The term “Institute” shall mean the Florida Fish and Wildlife [Conservation](#) Commission’s Fish and Wildlife Research Institute.

(u) The term “Local Governments” shall mean collectively the Cities and the Counties.

(v) The term “Management Board” shall mean a board of the Tampa Bay Estuary Program, as set forth and described in Article Five below.

(w) The term “Manatee” shall mean Manatee County, a ~~Florida~~-political subdivision of the State of Florida.

(x) The term “Manatee Port Authority” shall mean Manatee County Port Authority, a dependent special district of the State of Florida.

(y) The term “Original Interlocal Agreement” shall mean the Interlocal Agreement dated February 27, 1998.

~~(z-x)~~ The term “Tampa Bay Nitrogen Management Consortium” or “Consortium” shall mean an ad hoc task force of representatives from the currently existing Management Board, other municipalities and counties located within the Tampa Bay watershed, private entities, electric utility industry, fertilizer industry, other industries with permitted nitrogen discharges, agriculture representatives, and regulatory agencies.

(aa) The term “Pasco” shall mean Pasco County, a political subdivision of the State of Florida.

~~(bb-y)~~ The term “Pinellas” shall mean Pinellas County, a ~~Florida~~-political subdivision of the State of Florida.

~~(cc-z)~~ The term “Policy Board” shall mean a board of the Tampa Bay Estuary Program, as set forth and described in Article Five below.

~~(dd-aa)~~ The term “Tampa Port Authority” shall mean the Tampa Port Authority, a Florida port authority.

(~~ee-bb~~) The term "Regulatory Agencies" shall mean the governmental agencies with regulatory authority as identified in each agency's authorizing law or document creating such agency, district or commission, over certain of the other Parties, including EPA, DEP, EPC, Tampa Port Authority, and SWFWMD.

(~~ff-ee~~) The term "St. Petersburg" shall mean the City of St. Petersburg, a Florida municipal corporation.

(~~gg-dd~~) The term "SWFWMD" shall mean the Southwest Florida Water Management District, a public corporation of the State of Florida.

(~~hh-ee~~) The term "Tampa" shall mean the City of Tampa, a Florida municipal corporation.

(~~ii-ff~~) The term "Tampa Bay Water" shall mean a regional water supply authority formed pursuant to Sections 373.713, 373.715 and 163.01, Florida Statutes.

(~~jj-ee~~) The term "TBRPC" shall mean the Tampa Bay Regional Planning Council, a Florida regional planning council.

(~~kk-hh~~) The term "Work Plan" shall mean the annual document outlining the previous year's accomplishments and the upcoming year's priorities, projects, funding partners and expenditures to meet the requirements of the EPA's Cooperative Agreement with the Tampa Bay Estuary Program pursuant to CWA 320, and adopted by the Policy Board.

(~~ll-ii~~) The term "Work Plan Budget" shall mean that portion of the Full Budget which includes the funding for projects identified in the Tampa Bay Estuary Program Work Plan.

ARTICLE TWO – AMENDED AND RESTATED INTERLOCAL AGREEMENT

2.1 **Authority.** This Agreement is an interlocal agreement, as contemplated by the Act, and pursuant to the authority of subsection (4) of the Act, all of the Parties qualify to be a part of this Agreement under such Act.

2.2 **Immunity.** Pursuant to subsection (9) of the Act, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agent or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

2.3 **Amendment and Restatement of ~~Original-Prior~~ Interlocal Agreement.** This Agreement amends and restates the ~~Original-Prior~~ Interlocal Agreement, as previously amended and restated on August 10, 2015, in its entirety such that the ~~Original-Prior~~ Interlocal Agreement and all exhibits thereto are hereby superseded and subsumed into this Agreement, and all terms, obligations, powers and responsibilities regarding matters addressed herein and in the ~~Original-Prior~~ Interlocal Agreement shall be governed solely by this Agreement. All acts and omissions of the Parties hereto, their officers, employees, agents and assigns, and all of the officers, employees, agents and assigns of the Tampa Bay Estuary Program established as a legal entity pursuant to the ~~Original-Prior~~ Interlocal Agreement, taken or carried out pursuant to the ~~Original-Prior~~ Interlocal Agreement, are hereby ratified and affirmed under this Agreement.

ARTICLE THREE – TERM

3.1 **Term.** The term of this Agreement is perpetual, commencing on the Effective Date (the “Term”), unless earlier terminated as provided herein. The first day of the Term (the "Effective Date") will be referred to below as the "Commencement Date.” The last day of the Term will be referred to below as the "Termination Date.”

3.2 **Sundown Review.** This Agreement shall be subject to a review by the Policy Board five (5) years from the Effective Date of this Agreement and on the same day of each five (5) year period thereafter at which time the Policy Board shall evaluate the appropriateness and effectiveness of this Agreement and the Tampa Bay Estuary Program. The Policy Board shall vote by majority vote on whether to submit a recommendation to the Parties ~~recommend~~ to terminate this Agreement, amend this Agreement or to let the status quo prevail. Should no action by the Parties occur, this Agreement shall continue for another five (5) year period.

ARTICLE FOUR – CCMP

4.1 **Adoption of CCMP Goals and Priorities.** The Parties hereby agree that the Goals for Tampa Bay described in the CCMP are approved and adopted by each of them. The Goals for Tampa Bay are to maintain important water quality and seagrass gains achieved ~~over the last decade~~ since 1991 and to allow the eventual recovery of maintain seagrass ~~to~~-acreage at or above levels observed in 1950. The Goals focus on issues that must be addressed to sustain a healthier bay that will support both recreation and commerce, including but not limited to: clean water and

~~sediments; thriving habitats and abundant wildlife; and an informed, engaged and responsible community. These issues include seagrass and nitrogen load management, coastal habitats, toxic contaminants, atmospheric deposition, bacterial contamination, fish and wildlife, spill prevention and response, dredging and dredged material management, invasive species, public education and involvement, and climate change.~~ The Goals shall be achieved in the manner described in Section 4.3 below. The Parties shall use their best efforts to achieve the Goals within the time periods prescribed, and shall work cooperatively to attempt to achieve all of the Goals applicable to them in a cost-effective manner. Additionally, the Parties agree to work together in good faith and through their best efforts to address other actions and recommendations in the CCMP.

4.2 **Modification.** The CCMP and its incorporated Goals for Tampa Bay shall not be amended, changed, extended, modified or supplemented without the unanimous written consent of all of the Parties, to be decided in their respective sole and absolute discretion. The Goals shall be re-examined by the Tampa Bay Estuary Program at least once every five (5) years in light of new knowledge or changed circumstances and updated accordingly. The Policy Board may elect by a majority vote to re-examine the Goals more frequently if warranted by them. When it has been determined by the Policy Board unanimously that a Goal has been met, the Policy Board will thereafter support efforts by the Parties and the Consortium, as appropriate, that provide for the ongoing maintenance of the resource.

4.3 **Goals: Achievement.** The only CCMP Goal that is to be achieved individually by any of the Parties is the nitrogen loading reduction/management, to be accomplished by the Local Governments and other members of the Consortium, as described in the “Reasonable Assurance Addendum: Allocation and Assessment Report” dated September 11, 2009, updated in the “2012

[Reasonable Assurance Update](#)” dated [December 14, 2012](#), the [“2017 Reasonable Assurance Update”](#) dated [September 29, 2017](#), and ~~that Report~~ [subsequent Reasonable Assurance Updates that may be amended from time to time](#), and implemented through actions identified in the Consortium’s Action Plan Database (“Action Plan Database”). The Tampa Bay Estuary Program shall facilitate and assist the Parties to collectively address the remaining CCMP Goals. If a cumulative Goal, ~~other than the nitrogen management loading goal~~, is not met within its stated goal period, then the Tampa Bay Estuary Program will develop the additional projects necessary to address the shortfall, including the funding sources, which projects and funding are subject to the approval of the Policy Board.

4.4 **Nitrogen Management Consortium Responsibilities.** The Consortium participants have made and are expected to continue to make significant contributions toward achieving the CCMP goal of nitrogen loading management by meeting entity-specific nitrogen load allocations as identified in the “Reasonable Assurance Addendum: Allocation and Assessment Report” dated September 11, 2009, [updated in the “2012 Reasonable Assurance Update”](#) dated [December 14, 2012](#), the [“2017 Reasonable Assurance Update”](#) dated [September 29, 2017](#), and approved by the Consortium participants.

4.5 **Existing Projects.** The Parties shall be able to take into account, in their nutrient management actions, projects that accomplish their designated responsibilities to the extent that such projects were completed and became operational on or after January 1, 1995.

ARTICLE FIVE – STRUCTURE OF THE TAMPA BAY ESTUARY PROGRAM

5.1 **Tampa Bay Estuary Program.** The Tampa Bay Estuary Program was created and continues under authority of Section 163.01(7), Florida Statutes. The Tampa Bay Estuary Program shall have those powers specifically described in or contemplated by this Agreement, which shall be exercised by, or in accordance with policies or procedures approved by, the Policy Board.

(a) The Tampa Bay Estuary Program shall:

(i) Have the powers and be in compliance with subsection (5) of the Act;

(ii) Determine, adopt and implement a personnel policy for the recruitment, retention, supervision, discipline and evaluation of Tampa Bay Estuary Program employees and be solely responsible for any claims by its employees;

(iii) Make purchases and enter into contracts in the manner determined and, adopted by the Policy Board in the operating procedures for the Tampa Bay Estuary Program;

(iv) Determine the manner of acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property;

(v) Determine the manner of the acceptance of gifts, grants, assistance funds or bequests;

(vi) Determine the making of requests for federal, state, regional, local government or other aid or grants for the Tampa Bay Estuary Program, except as otherwise specifically described in this Agreement;

(vii) Determine Tampa Bay Estuary Program's manner of responding for any liabilities, debts, mortgages or claims that may be incurred through performance under this Agreement, provided that the Tampa Bay Estuary Program shall be solely liable and responsible

for any such liabilities, debts, mortgages or claims incurred by or resulting from actions taken by the Tampa Bay Estuary Program;

(viii) Determine the manner in which strict accountability of all funds shall be provided and the manner in which reports, including an annual independent audit, of all receipts and disbursements shall be prepared and presented to the Tampa Bay Estuary Program and all Parties; and

(ix) Determine, adopt and implement all other necessary and proper matters not otherwise covered above.

(b) The Tampa Bay Estuary Program will not promulgate, issue or make rules or regulations, bonds, tax, charge rates, fees or rents, condemn or possess any of the other governmental powers possessed by the other Parties except as specifically allowed by this Agreement.

(c) In the event there is an undesignated fund balance held by the Tampa Bay Estuary Program, it shall be used in the manner determined by the Policy Board.

(d) The adjudication of disputes or agreements, the effects of failure of adjudicated Parties to pay their share of the cost or expenses and the rights of other Parties in such cases shall be governed by this Agreement and applicable law.

5.2 Tampa Bay Estuary Program Functions and Responsibilities. The Tampa Bay Estuary Program shall have the following functions and responsibilities, which are not inconsistent with the Act or any provision of applicable law, and which shall be carried out by, or in accordance with, policies or procedures approved by the Policy Board:

(a) To make and enter into contracts and assume such other functions as are necessary to carry out the provisions of any contracts entered into by the Tampa Bay Estuary Program;

(b) To employ agencies or employees and establish salaries and personnel and employee benefit programs for such full time and temporary employees as are necessary to carry out the functions of the Tampa Bay Estuary Program; provided that the Tampa Bay Estuary Program shall be solely responsible for any claims by its employees;

(c) To acquire, lease, construct, manage, maintain or operate buildings, works or improvements;

(d) To purchase, receive, or otherwise acquire, own, hold, sell, convey, lend, or otherwise dispose of, real, tangible or intangible personal property, or any legal or equitable interest in such property wherever located, and to the extent the Parties all have such power, to mortgage, pledge, or create a security interest in such property;

(e) To incur debts, liabilities, obligations, borrow money, issue its notes and other obligations, and to the extent the Parties all have such power, to secure any of its obligations by mortgage or pledge of any of its property, income and make contracts of guaranty and suretyship which do not constitute the debts, liabilities or obligations of any of the Parties;

(f) To adopt policies or procedures or rules pertaining to any of its operations and to conduct its business, locate offices, and exercise the powers granted by law;

(g) To acquire and to perform all the things necessary to carry out the purposes of this Agreement separately or in conjunction with any of the Parties;

(h) To conduct and pay for studies, plans and designs to effectuate the purpose of the Tampa Bay Estuary Program, which action may include, but is not limited to, plans for staffing, financing, research, advertising and marketing projects;

(i) To enter into interlocal agreements, or other contracts with public or private entities, if necessary, for the purposes described in this Agreement;

(j) To establish any future plan for participation of the Parties to effectuate the terms and provisions of this Agreement, which shall include plans for any additional funding for the purpose of performance of this Agreement; provided that any change, modification or amendment to the method of funding set forth herein must be approved by all of the Funding Entities;

(k) To appear on its own behalf before boards, commissions, departments, or other agencies of municipal, county, state, or federal government; provided, however, members of the Management Board, Technical Advisory Committee and Community Advisory Committee shall not support or oppose specific projects or permits when acting as, on behalf of, or representing said Board or Committees; provided further that Tampa Bay Estuary Program employees can provide scientific and technical information and participate in technical discussions, but shall not oppose or support specific projects or permits;

(l) To request or accept any grant, payment, or gift, of funds or property made by the State of Florida, or by the United States or any department or agency thereof or by any individual, firm, corporation, municipality, county, or organization for any or all of the purposes of the Tampa Bay Estuary Program; and to expend such funds in accordance with the terms and conditions of any such grant, payment, or gift, in the pursuit of its administration or in support of

the terms and provisions of this Agreement. The Tampa Bay Estuary Program shall separately account for the public funds and the private funds deposited into any authorized public depository;

(m) To recommend changes, amendments or modifications to this Agreement, which will become effective only upon approval by all Parties;

(n) To sue and be sued, complain, and defend in its entity name;

(o) To transact any lawful business that will aid governmental policy; and

(p) To make payments or donations or do any other act not inconsistent with law that furthers the affairs of the Tampa Bay Estuary Program.

5.3 **Policy Board.** The Policy Board of the Tampa Bay Estuary Program shall serve as the governing board of the Program and shall be made up of ~~nine-eight~~ (9-8) voting directors appointed by and representing the Cities, Counties, DEP and SWFWMD (collectively the "Policy Board Member(s)"), and one non-voting participant representing the EPA, and shall be known as the "Policy Board". The representative of each Policy Board Member and the EPA shall be appointed by such Policy Board Member or the EPA, respectively, from time to time. Each Policy Board Member and the EPA shall also appoint an alternate director for the Policy Board from time to time to serve when their director is not available. Each Policy Board Member and the EPA may change either their director or alternate director from time to time with prior written notice by a duly authorized representative of any change to the Policy Board before any meeting. The Policy Board shall have policy making powers for the Tampa Bay Estuary Program in addition to those powers explicitly set forth in this Agreement. Except as otherwise specifically set forth herein, a quorum for meetings shall be five (5) voting members and all ~~votes~~ action taken by the Policy Board shall be by a majority vote of the Policy Board directors in attendance, with the exception

~~of that~~ the EPA representative who will not vote nor be counted for purposes of a quorum. All directors of the Policy Board shall serve without compensation.

5.4 **Management Board.** The Management Board of the Tampa Bay Estuary Program shall consist of representatives of each of the Parties (each of which shall be voting members), one of each of the existing Co-Chairs of the TAC and CAC (both referred to in Section 5.6 below) and the Industry Co-Chair of the Consortium (each of which shall be voting members), and representatives of the Army Corps and EPA (who will be nonvoting members) (the "Management Board"). The actual representatives of each of the Parties and the Army Corps and EPA shall be appointed by such Management Board member from time to time. Each of the Parties and the Army Corps and EPA shall also appoint an alternate member to the Management Board from time to time, to serve when the actual representative is not available. Each of the Parties and EPA may change either their initial or alternate representatives from time to time with prior written notice by a duly authorized representative, to the Management Board before any meeting. The TAC and CAC shall not have alternate members, with only the alternating Co-Chairs being a member of the Management Board. The Management Board shall have managerial powers for the Tampa Bay Estuary Program to the extent delegated by the Policy Board, in addition to those powers explicitly set forth in this Agreement. Except as otherwise specifically set forth herein, a quorum for meetings shall be ten (10) voting members and all ~~votes~~ action taken by the Management Board shall be by a majority vote of the board members in attendance, with the exception ~~of that~~ the Army Corps and EPA representatives who will not vote nor be counted for purposes of a quorum. New members may be added to the Management Board with Policy Board approval, and the Policy

Board shall specify whether such new members shall be voting or nonvoting members. All directors of the Management Board shall serve without compensation.

5.5 **Officers.** The Policy Board shall elect (i) a Chair or Chairs of the Policy Board; and (ii) other Policy Board officers. The Management Board shall elect (i) a Chair or Chairs of the Management Board; and (ii) other Management Board officers.

5.6 **Committees.** The Policy Board, or the Management Board at the direction of the Policy Board, shall continue such existing advisory committees as it deems necessary, including without limitation, the Technical Advisory Committee ("TAC") and the Community Advisory Committee ("CAC"). All members of committees shall serve without compensation.

5.7 **Limitations of Powers.** The Tampa Bay Estuary Program shall have no powers of taxation, regulation or eminent domain.

5.8 **Additional Board Members.** The Tampa Bay Estuary Program may allow other governmental entities, regulatory agencies, or other entities, to the extent allowed by law, to participate in the Program as members of the Policy Board, provided they are unanimously approved by the Policy Board in their respective sole and absolute discretion. Upon unanimous approval of the Policy Board, such Party must execute a Joinder Agreement by which it agrees to comply with all of the provisions of this Agreement and agree to contribute to funding of the Tampa Bay Estuary Program. The funding amounts in Exhibit A will be amended accordingly to add the funding obligation of the new Policy Board Member, all as of the first day of the next fiscal year of the Tampa Bay Estuary Program. Once an entity is approved and has executed a Joinder Agreement, it will become a member of the Tampa Bay Estuary Program, of the Policy Board and

of the Management Board with the same voting rights as the existing members of such entities or boards. The Policy Board may also allow other governmental entities or regulatory agencies to participate in the Program as members of the Management Board, provided that they must be unanimously approved by the Policy Board and the Management Board in their respective sole and absolute discretion and execute a Joinder Agreement. Once an entity has such approval and has executed a Joinder Agreement, it will become a member of the Management Board with the same voting rights as the existing members of such entities or board all as of the first day of the next fiscal year of the Tampa Bay Estuary Program.

5.9 Fiscal Year. The Tampa Bay Estuary Program shall observe a fiscal year beginning on October 1 and ending September 30 of each year, or such other fiscal year as may be required for special districts pursuant to Florida law.

5.10 Budgets.

(a) No later than the last day of the month of February each year, the Policy Board shall review the Tampa Bay Estuary Program tentative Work Plan Budget, and shall thereafter approve the Work Plan Budget no later than the last day of May each year. The approved Work Plan Budget shall be included in the Tampa Bay Estuary Program Full Budget.

(b) No later than the last day of the month of August and following preparation of a tentative Full Budget, the Policy Board shall publish a notice of its intention to adopt the Tampa Bay Estuary Program Full Budget. Following an appropriate public hearing, the Policy Board shall adopt the Tampa Bay Estuary Program Full Budget each year no later than the month of September covering its proposed operation and requirements for the fiscal year commencing on October 1 of that year.

(c) The Policy Board shall give consideration to objections filed against the budget and in its discretion, may amend, modify or change the tentative Full Budget. The Policy Board, by September 30~~th~~ following appropriate notice and hearing, shall adopt a Full Budget for the Tampa Bay Estuary Program, which shall thereupon be the operating and fiscal budget for the Tampa Bay Estuary Program for the ensuing fiscal year.

(d) The Policy Board shall provide copies of the Work Plan and Full Budgets to the Parties, as well as the Army Corps and EPA, and such Work Plan and Full Budgets shall be accompanied by the estimated annual contribution of each of the Policy Board Members. The notice of public hearing to adopt the Tampa Bay Estuary Program Full Budget shall be published in accordance with Florida law in a newspaper of general circulation in the Counties and the Cities and shall inform the public that: (i) the tentative Full Budget shall be posted on the Tampa Bay Estuary Program website at least two (2) days before the public hearing; (ii) the Full Budget shall be posted on the Tampa Bay Estuary Program website within thirty (30) days following adoption; and (iii) the public will be afforded an opportunity to appear before the Policy Board and express support or objection to the Full Budget. ~~The notice shall be published once per week for two consecutive weeks in any newspaper of general circulation in each jurisdiction mentioned above, the last publication of which shall appear not less than one week prior to the date set by the Policy Board for the hearing on the Full Budget.~~

5.11 **Bylaws.** The Policy Board by unanimous vote shall create, adopt, amend and update Bylaws or appropriate rules of procedure for the Tampa Bay Estuary Program for its governance and which shall remain in effect until modified by the Policy Board.

5.12 **Policies.** The Tampa Bay Estuary Program shall adopt its operating rules and internal procedures as provided in Section 5.2(f) above.

ARTICLE SIX – RESPONSIBILITIES OF THE PARTIES

6.1 **Responsibilities of all Parties.** By entering into this Agreement, the Parties intend to recommend actions and adjust strategies as needed to keep Tampa Bay's recovery on track. To that end, each of the Parties hereby agrees to:

(a) Assist in implementing the CCMP nitrogen loading reduction/management Goal, to be accomplished by the Parties and other members of the Consortium, as described in the “Reasonable Assurance Addendum: Allocation and Assessment Report” dated September 11, 2009, and as updated in the “2012 Reasonable Assurance Update” dated December 14, 2012 and the “2017 Reasonable Assurance Update” dated September 29, 2017;

(b) Report in the Action Plan Database, which supports the CCMP and is maintained by the Tampa Bay Estuary Program, all available information about projects and actions that address nutrient reduction in Tampa Bay;

(c) Assist in supporting CCMP habitat goals for Tampa Bay by assisting the Tampa Bay Estuary Program in implementing and recording habitat protection and restoration activities; and

(d) Participate, as “responsible parties” identified in the CCMP, to implementation of Action Plans identified in the CCMP.

6.2 **Additional Responsibilities of the Regulatory Agencies.** The Regulatory Agencies agree that they will extend as much flexibility as is legally permissible under circumstances deemed appropriate by such agencies for projects that are part of an approved Action Plan set forth in the CCMP.

6.3 **Regulatory Process Review.** Subject to the above limitations, all Regulatory Agencies and all other Parties having regulatory functions agree to periodically review their regulatory processes and consider changes in statutes, ordinances, rules or policies that would assist in meeting the goals of the CCMP. Any such changes shall be made in keeping with the cooperative intent of this section and otherwise in this Agreement.

6.4 **Responsibilities of the Tampa Bay Estuary Program.** The Tampa Bay Estuary Program shall:

- (a) Serve as the coordinating body for the CCMP and assist the Parties in implementation thereof;
- (b) Prepare, every two (2) years, a progress report on the status of CCMP implementation;
- (c) Assist the Parties in locating grants and other funds to aid in implementation of the projects set forth in the CCMP;
- (d) Coordinate outreach programs to promote public participation and facilitate restoration activities that support the CCMP Goals;
- (e) Coordinate the re-examination and updating of the CCMP every five (5) years;
- (f) Facilitate resolution of conflicts among the Parties;

- (g) Oversee atmospheric deposition, toxic contamination, [climate change-sea level rise](#), habitat assessments, water quality evaluations and other research projects;
- (h) Develop Action Plans to address goals not currently being addressed in the CCMP; and
- (i) If requested by any Party, the Tampa Bay Estuary Program Executive Director shall appear before that Party's governing body to report on the Work Plan and any other matters of interest pertaining to the Tampa Bay Estuary Program.

6.5 **[Tampa Port Authority](#).** The [Tampa](#) Port Authority is an independent special district created by the Florida Legislature under Chapter 95-488, Laws of Florida, as amended from time to time (the "Port Authority Enabling Act"). The Port Authority Enabling Act provides in part the [Tampa](#) Port Authority is responsible for regulating marine construction and management of sovereign submerged lands within the Hillsborough County Port District (the "Port Authority Regulatory Capacity"). Notwithstanding any provisions in this Agreement to the contrary, the [Tampa](#) Port Authority is entering into this Agreement only to the extent of its Port Authority Regulatory Capacity.

ARTICLE SEVEN – BUDGETING AND FUNDING

7.1 **Tampa Bay Estuary Program Budget.** The Policy Board is responsible for establishing the budget for the Tampa Bay Estuary Program and shall annually review and approve the budget. The budget will require approval by two-thirds (2/3) of all members of the Policy Board.

7.2 **Funding.** Subject to the provisions of Section 7.3 below, all non-federal Tampa Bay Estuary Program Work Plan budgeted costs shall be funded by the Funding Entities and allocated in accordance with Schedules 1 and 2 of Exhibit “A” hereto, as follows:

(a) To support additional projects and CCMP implementation, all Funding Entities are encouraged to contribute to the Tampa Bay Estuary Restoration Fund (“TBERF”) at the following levels based upon current (~~2021-2014~~) Tampa Bay Estuary Program dues:

	<u>Dues</u>	<u>TBERF Contribution</u>
Level A:	Less than \$4015 ,000 per year	At least \$25,000
Level B:	Between \$4015 ,000 and \$6540 ,000	At least \$75,000
Level C:	Greater than \$6540 ,000	At least \$100,000

(b) Annual dues for Funding Entities will be determined by Schedule 1 of Exhibit “A” under the following conditions:

(i) If a Funding Entity contributes to the TBERF at the above levels in a particular year; or

(ii) In the case of SWFWMD, if SWFWMD provides funding to the Tampa Bay Estuary Program at the above levels through cooperative funding projects; or

(iii) If a Funding Entity contributes to the Tampa Bay Estuary Program at the above levels through projects which support the goals of the CCMP, are included in the approved Work Plan, and include a ten percent (10%) administrative fee for the Tampa Bay Estuary Program.

(c) Annual dues for Funding Entities will be determined by Schedule 2 of Exhibit “A” if section 7.2(b), above, does not apply.

(d) On or before the end of fiscal year ~~2026-2020/2021~~, and every five (5) years thereafter, the Policy Board shall initiate review and approval of draft revisions to Schedules 1 and 2, and thereafter shall submit said revisions to the Funding Entities for their review and approval, with the option to amend or modify. If no action is taken by the end of fiscal year ~~2026-2020/2021~~, and every five (5) years thereafter, the funding levels shown in each Schedule shall continue at the same level (the then current Year Five level) until amended or modified by the Policy Board and the Funding Entities;

(e) Management Board members that are not on the Policy Board are encouraged to contribute directly to the operations of Tampa Bay Estuary Program or to the TBERF; and

(f) The Funding Entities agree that if federal and other external funding increases beyond the levels on the Effective Date, and if the Tampa Bay Estuary Program's undesignated fund balance reaches a level that is sufficient to support a full fiscal year of program operations, then the Policy Board shall consider reducing their dues to the levels in place on the Effective Date.

7.3 **Annual Approval.** Each Policy Board director shall present for consideration and approval to attempt to cause approval by its applicable legislative or governing body each fiscal year ~~of~~ the funding levels described in Schedules 1 or 2 of Exhibit "A" hereof, but which funding decision is in the sole discretion of such applicable body. Such funding approval is a condition precedent to the funding obligation by such Funding Entity each year under Section 7.2 and Schedules 1 and 2 of Exhibit "A" attached hereto.

7.4 **Non-Appropriation.**

(a) The obligations of the Funding Entities as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate, and pay from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Further, the Funding Entities shall not be prohibited from pledging any legally available non ad valorem revenues for any obligations prior to or after the execution of this Agreement and not including the commitments pursuant to this Agreement, which pledge shall be prior and superior to any commitments of the Funding Entities pursuant to this Agreement.

(b) Notwithstanding any other provisions of this Agreement, the obligations undertaken by the Funding Entities hereto shall not be construed to be or constitute general obligations', debts or liabilities of any Funding Entity or the State of Florida or any political subdivision, municipal corporation or agency thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement. The obligations of the Funding Entities hereunder are subject to annual appropriation of legally available non ad valorem funds by their respective governing boards, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of their ad valorem revenues or funds, or upon any other revenues or funds of the Funding Entities, as may be construed under the laws or the Constitution of the State of Florida. Neither any Funding Entity nor any other person or entity shall ever have the right to compel any exercise of ad valorem taxing power by any other Funding Entity to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of any Funding Entity.

(c) Notwithstanding anything contained herein, each of the Funding Entities reserves the right, in its sole discretion, to pay the funding obligations contemplated by this Agreement from any Funds legally available for such purpose.

ARTICLE EIGHT – DEFAULT

In the event any Party is determined to be in willful and significant noncompliance with the CCMP Goals or with the terms of this Agreement, the Policy Board may, by a unanimous vote by all Parties except the Party charged with being in default, recommend the removal of such non-complying Party from this Agreement. Prior to any such vote by the Policy Board, the non-complying Party shall be given a notice of its non-compliance and an opportunity to remedy the problem within a reasonable period or to a public hearing before the Policy Board if there is a dispute whether a default exists. If a Party is found to be in noncompliance with permits by the applicable Regulatory Agency(ies), the permit granting agencies may take actions to enforce their permits against such non-complying Party under their own respective laws and regulations. If any Party is discharged under this Article Eight, (i) all monies previously paid hereunder shall be conclusively deemed earned and not subject to return to such Party, (ii) any future funding responsibility of such party shall terminate, and (iii) this Agreement shall continue as to the remaining Parties. Provided, however, any funds paid before termination but not expended shall only be used by the Tampa Bay Estuary Program in accordance with the approved budget for which such contribution was made.

ARTICLE NINE – NOTICE

Any and all notices required or permitted to be given hereunder shall be in writing, and shall be provided if either personally delivered to the Party at the addresses set forth in Exhibit "B," transmitted by electronic facsimile machine to the fax numbers listed, or sent by U.S. certified or registered mail, postage prepaid, return receipt requested, to such addresses, all such notices being effective upon delivery to and receipt by the Parties, unless the respective Party or Parties notify all other Parties in writing in accordance herewith of a change of address and/or representative at such address authorized to receive any and all such notices, in which case any and all such notices shall be delivered and/or mailed as aforesaid to said Party or Parties at such new address with respect to such Party.

ARTICLE TEN – WITHDRAWAL OF A PARTY

Notwithstanding anything contained in this Agreement to the contrary, any Party hereto shall have the right to withdraw as a Party to this Agreement by providing one hundred eighty (180) days prior written notice as set forth in Article Nine above. Such withdrawal of a Party shall occur only if the withdrawing Party provides one hundred eighty (180) days prior written notice to the other Parties. On the day following the end of such one hundred eighty (180) day period, the withdrawing Party shall no longer be considered a Party to this Agreement. Provided however, even though such withdrawing Party shall have withdrawn as a Party to this Agreement as set forth above in this Article, such withdrawing Party shall continue to be subject to all applicable laws and regulations, without the benefit of being a Party hereto to this Agreement. If a Party withdraws

under this Article Ten, (i) all monies previously paid hereunder shall be conclusively deemed earned and not subject to return to such Party; (ii) the future funding responsibility of such Party shall continue for the longer of the period of such one hundred eighty (180) days or until the end of the current fiscal year, and (iii) this Agreement shall continue as to the remaining Parties.

ARTICLE ELEVEN – MISCELLANEOUS PROVISIONS

11.1 **No Third Party Beneficiaries.** This Agreement shall inure to the benefit of the Parties. This Agreement is for the exclusive benefit of the Parties, and shall not be deemed to be made for the benefit of any other persons not so specified.

11.2 **Modification.** This Agreement may be modified, altered or amended only by a written instrument recommended by the Policy Board and subsequently approved and executed by the Parties hereto.

11.3 **Complete Agreement.** This Agreement constitutes the full, complete and wholly independent agreement among the Parties with regard to the matters addressed herein. This Agreement also supersedes all prior agreements, memorandums of understanding, representations, and statements among the Parties with respect to the matters addressed herein, either written or oral.

11.4 **Severability Clause.** If any clause, provision or section of this Agreement shall be held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be

construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

11.5 **Governing Law.** Existing and future laws, rules and regulations of the United States and its agencies, the State of Florida and its agencies and the other Parties to this Agreement shall take precedence over the terms and provisions of this Agreement in case of conflict or inconsistencies between them. The laws of the United States or State of Florida as appropriate and applicable, shall govern the validity, performance and enforcement of this Agreement, regardless of the state in which this Agreement is being executed.

11.6 **Public Purpose.** This Agreement satisfies, fulfills and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of each Party's power and authority under each Party's individual municipal or governmental authority.

11.7 **Performance Standards.** None of the provisions in this Agreement shall be deemed in any manner to amend, modify or otherwise change any of the provisions or regulations or ordinances of any municipality or governmental agency which is a Party to this Agreement to allow a performance standard less than is otherwise required under the terms of those provisions or regulations or ordinances.

11.8 **Survival.** All of the representations and warranties set forth in this Agreement shall survive the consummation of any and all of the transactions described in this Agreement and the termination of this Agreement, and shall not be deemed to be merged in this Agreement or any other instrument which may be executed and delivered pursuant to this Agreement.

11.9 **Authority.** None of the Parties has any authority to bind or make any oral or written representations on behalf of the other Parties, and nothing contained in this Agreement shall designate any one or more of the Parties as partners with or agents for any one or more of the other Parties.

11.10 **Headings Not a Part Hereof.** The headings preceding the several articles and sections hereof (and any table of contents hereto) are solely for convenience of reference, do not constitute a part of this Agreement, and shall not affect its meaning, construction or effect.

11.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which may be executed by less than all of the parties but all of which shall be construed together as a single instrument. This Agreement shall become effective upon the exchange of original counterpart signature pages signed by all of the parties, but if such initial exchange occurs by facsimile, original signature pages will be exchanged within ten days of the date hereof.

11.12 **Binding Effect.** This Agreement shall bind the successors and assigns of the Parties.

11.13 **Execution.** This Agreement shall not be effective nor shall it have any force and effect whatsoever until all of the Parties have duly executed this Agreement and filed the Agreement pursuant to Section 11.14 below.

11.14 **Filing.** The Tampa Bay Estuary Program shall, pursuant to Section 163.01(11), Florida Statutes-Fla. Stat., file a copy of this Agreement and any amendments thereto with the Clerk of the Circuit Court of each County where the Parties are located.

11.15 **Conditions Precedent.** The Parties encourage the Army Corps to execute a Joinder to this Agreement and encourage the EPA to enter into a Memorandum of Understanding with the Tampa Bay Estuary Program concerning this Agreement, but said Joinder and Memorandum of Understanding shall not be a precondition to the effectiveness of this Agreement.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed, under seal, and it shall become effective upon completion of filing in accordance with Section 11.14, hereto.

[INTENTIONALLY LEFT BLANK]

CITY OF CLEARWATER, a Florida
municipal corporation

Countersigned:

By: _____
Frank Hibbard ~~George N. Cretakos~~, Mayor

By: _____
William B. Horne II, City Manager

Date: _____

APPROVED AS TO FORM:

Attest: _____
City Clerk

Assistant City Attorney

(SEAL)

DRAFT/FINAL

CITY OF ST. PETERSBURG, a Florida
municipal corporation

Attest:

City Clerk

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

City Attorney (Designee)

ATTEST:

City Clerk

(SEAL)

DRAFT FINAL

CITY OF TAMPA, a Florida
municipal corporation

Attest:

City Clerk or Deputy Clerk

By: _____
Jane Castor~~Bob Buekhorn~~, Mayor

Date: _____

APPROVED AS TO FORM:

(SEAL)

Janice M. McLean, Senior Assistant City Attorney

DRAFT FINAL

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Attest:

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

Assistant General Counsel

DRAFT FINAL

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S
FISH AND WILDLIFE RESEARCH INSTITUTE

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

FWC Legal Counsel

DRAFT FINAL

HILLSBOROUGH COUNTY, a political subdivision of the State of Florida

Attest: ~~Cindy Stuart-Pat Frank~~, Clerk

By: Deputy Clerk

Print Name: _____

By: _____
Chairperson

Print Name: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

~~Vivian Arenas-Battles-Edward B. Helvenston, Sr.~~
Senior Assistant County Attorney

DRAFT/FINAL

THE ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY, a political subdivision
of the State of Florida

Attest:

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

EPC Attorney

DRAFT FINAL

MANATEE COUNTY, a political
subdivision of the State of Florida

Attest:

Angelina Coloneso R.B. SHORE,
Clerk of the Circuit Court

Deputy Clerk

By its Board of County Commissioners

By: _____
Chairperson

Print Name: _____

Date: _____

(SEAL)

DRAFT FINAL

MANATEE COUNTY PORT
AUTHORITY, a dependent special district
of the State of Florida

Attest: _____

Clerk of the Circuit Court

By: _____
Deputy Clerk _____ Chairperson _____

_____ Print Name: _____

_____ Date: _____

APPROVED AS TO FORM: _____
_____ (SEAL)

Attorney for Manatee County Port Authority _____

DRAFT/FINAL

PASCO COUNTY, a political
subdivision of the State of Florida

Attest: _____

By: _____
Clerk & Comptroller

Title: Chairperson

Print Name: _____

Date: _____

APPROVED AS TO FORM: _____

(SEAL)

Assistant County Attorney _____

DRAFT FINAL

PINELLAS COUNTY, a political
subdivision of the State of Florida

Attest:

Clerk of the Circuit Court

By: _____
[Barry Burton](#)

Title: County Administrator

Date: _____

APPROVED AS TO FORM:

Assistant County Attorney

(SEAL)

DRAFT FINAL

SOUTHWEST FLORIDA WATER MANAGEMENT
DISTRICT, a public corporation of the State of Florida

By: _____
Chair

Print Name: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

Assistant General Counsel

DRAFT FINAL

TAMPA PORT AUTHORITY, [an independent special district of the State of Florida](#)
~~Florida port authority~~

Attest:

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

General Counsel

DRAFT FINAL

TAMPA BAY REGIONAL PLANNING
COUNCIL, a Florida regional planning council

By: _____

Sean Sullivan ~~Manny Pumariega~~

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

(SEAL)

General Counsel

DRAFT FINAL

ATTEST:

TAMPA BAY WATER, a Regional
Water Supply Authority

Secretary

By: _____

Its: Chairman

Date: _____

APPROVED AS TO FORM:

(SEAL)

General Counsel

DRAFT FORMAL

EXHIBIT “A”

DRAFT FINAL

SCHEDULE 1 (With a TBERF contribution)

~~GOAL: ——— Maintain program operations with funding entities adjusting annually by an increase of 2.5% beginning in 2016/2017.~~

Entity	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
SWFWMD	\$138,335	\$141,793	\$145,338	\$148,972	\$152,696	\$156,513
City of Clearwater	\$13,979	\$14,328	\$14,687	\$15,054	\$15,430	\$15,816
City of St. Petersburg	\$33,379	\$34,213	\$35,069	\$35,946	\$36,844	\$37,765
City of Tampa	\$39,402	\$40,387	\$41,397	\$42,432	\$43,492	\$44,580
Manatee County	\$32,217	\$33,022	\$33,848	\$34,694	\$35,562	\$36,451
Hillsborough County	\$83,974	\$86,073	\$88,225	\$90,431	\$92,692	\$95,009
Pinellas County	\$73,714	\$75,557	\$77,446	\$79,382	\$81,366	\$83,401
*Pasco County		\$22,415	\$22,975	\$23,550	\$24,139	\$24,742
Total Local Dues	\$415,000	\$447,790	\$458,985	\$470,459	\$482,221	\$494,276
Projected Total Funds Needed for Program Operations	\$720,000	\$738,000	\$756,450	\$775,361	\$794,745	\$814,614
Funding shortfall needed for Program Operations (in addition to funding entities listed above)	\$305,000	\$290,210	\$297,465	\$304,902	\$312,524	\$320,338

~~*Explanation — Using the two partners closest in size (Manatee & St. Pete), divide their current partner dues by their population in watershed to get 0.13735 cents per person.~~

~~Multiply all partner's dues by 2.5% each year.~~

SCHEDULE 2 (without TBERF contribution)

Entity	2015/2016	Annual incremental increase per year spread over 5 years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
SWFWMD	\$138,335	\$12,834	\$151,169	\$164,003	\$176,837	\$189,671	\$202,505
City of Clearwater	\$13,979	\$1,297	\$15,276	\$16,573	\$17,870	\$19,167	\$20,464
City of St. Petersburg	\$33,379	\$3,097	\$36,476	\$39,573	\$42,670	\$45,767	\$48,864
City of Tampa	\$39,402	\$3,656	\$43,058	\$46,714	\$50,370	\$54,026	\$57,682
Manatee County	\$32,217	\$2,989	\$35,206	\$38,195	\$41,184	\$44,173	\$47,162
Hillsborough County	\$83,974	\$7,790	\$91,764	\$99,554	\$107,344	\$115,134	\$122,924
Pinellas County	\$73,714	\$6,839	\$80,553	\$87,392	\$94,231	\$101,070	\$107,909
Paseo County		\$2,029	\$23,897	\$25,926	\$27,955	\$29,984	\$32,013
Total Local Dues	\$415,000	\$38,502	\$453,502	\$492,004	\$530,506	\$569,008	\$607,510
Total Local Dues w/ Paseo		\$40,531	\$477,399	\$517,930	\$558,461	\$598,992	\$639,523
Projected Total Funds Needed for Program Operations	\$720,000		\$738,000	\$756,450	\$775,361	\$794,745	\$814,614
Funds (in addition to funding entities) needed for Program Operations	\$305,000		\$260,601	\$238,520	\$216,900	\$195,753	\$175,091

~~ORIGINAL GOAL: Support Program Operations with primarily local funds within 10 years (\$800,000).~~

~~Adjusted GOAL: Policy Board cut schedule to 5 years keeping same incremental increases.~~

SCHEDULE 1 (with consideration of a TBERF contribution)

GOAL: ~~———— Maintain program operations with funding entities adjusting the base local dues (Schedule 2) annually by 2.5% and subtracting 10% TBERF administration contributions through FY2026. Maintain SWFWMD funding level at $\frac{1}{3}$ FY2022 rate. Funding schedule in FY2022 adjusted to 2018 American Community Survey, US Census Bureau, Census Tract population estimates (Table B00001)^a.~~

Funding Entity	FY2022	FY2023	FY2024	FY2025	FY2026
SWFWMD	\$187,341	\$187,341	\$187,341	\$187,341	\$187,341
City of Clearwater	\$16,280	\$16,974	\$17,578	\$18,307	\$19,056
City of St. Petersburg	\$37,050	\$38,631	\$40,004	\$41,665	\$43,368
City of Tampa	\$54,912	\$57,255	\$59,290	\$61,752	\$64,275
Pasco County	\$30,410	\$31,708	\$32,835	\$34,198	\$35,596
Manatee County	\$40,355	\$42,077	\$43,572	\$45,382	\$47,236
Pinellas County	\$57,878	\$60,348	\$62,493	\$65,088	\$67,748
Hillsborough County	\$137,798	\$143,678	\$148,786	\$154,963	\$161,295
Total Local Dues	\$562,023	\$578,011	\$591,899	\$608,696	\$625,914
Projected Total Funds Needed for Program Operations (FY2021)	\$966,239	\$990,395	\$1,015,155	\$1,040,534	\$1,066,547
Funding shortfall needed for Program Operations (in addition to funding entities listed above + 10% TBERF Contributions)	\$326,716	\$334,884	\$343,256	\$351,838	\$360,633

^a US Census Bureau Data Portal: <https://data.census.gov/>.

SCHEDULE 2 (without consideration of a TBERF contribution)

GOAL: ~~———— Maintain program operations with funding entities adjusting annually by 2.5% through FY2026. Maintain SWFWMD levels at $\frac{1}{3}$ FY2022 rate. Funding schedule in FY2022 adjusted to 2018 American Community Survey, US Census Bureau, Census Tract population estimates (Table B00001)^b.~~

Funding Entity	FY2022	FY2023	FY2024	FY2025	FY2026
SWFWMD	\$213,174	\$213,174	\$213,174	\$213,174	\$213,174
City of Clearwater	\$18,524	\$19,219	\$19,931	\$20,661	\$21,409
City of St. Petersburg	\$42,159	\$43,740	\$45,360	\$47,021	\$48,724
City of Tampa	\$62,484	\$64,827	\$67,228	\$69,690	\$72,213
Pasco County	\$34,604	\$35,901	\$37,231	\$38,595	\$39,992
Manatee County	\$45,919	\$47,641	\$49,406	\$51,215	\$53,070
Pinellas County	\$65,859	\$68,329	\$70,860	\$73,455	\$76,115
Hillsborough County	\$156,800	\$162,680	\$168,707	\$174,884	\$181,217
Total Local Dues	\$639,523	\$655,511	\$671,899	\$688,696	\$705,914
Projected Total Funds Needed for Program Operations	\$966,239 (FY2021)	\$990,395	\$1,015,155	\$1,040,534	\$1,066,547
Funding shortfall needed for Program Operations (in addition to funding entities listed above)	\$326,716	\$334,884	\$343,256	\$351,838	\$360,633

^b US Census Bureau Data Portal: <https://data.census.gov/>.

SCHEDULE 1 (with consideration of a TBERF contribution)

GOAL: Maintain program operations with funding entities adjusting the base local dues (Schedule 2) annually by 2.5% and subtracting 10% TBERF administration contributions through FY2026. Maintain SWFWMD funding level at FY2021 rate. Funding schedule for other entities in FY2022 adjusted to 2018 American Community Survey, US Census Bureau, Census Tract population estimates (Table B00001)^c.

<u>Funding Entity</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>
<u>SWFWMD</u>	<u>\$156,513</u>	<u>\$156,513</u>	<u>\$156,513</u>	<u>\$156,513</u>	<u>\$156,513</u>
<u>City of Clearwater</u>	<u>\$18,488</u>	<u>\$19,074</u>	<u>\$19,786</u>	<u>\$20,516</u>	<u>\$21,264</u>
<u>City of St. Petersburg</u>	<u>\$42,076</u>	<u>\$43,410</u>	<u>\$45,030</u>	<u>\$46,691</u>	<u>\$48,394</u>
<u>City of Tampa</u>	<u>\$62,361</u>	<u>\$64,337</u>	<u>\$66,739</u>	<u>\$69,201</u>	<u>\$71,724</u>
<u>Pasco County</u>	<u>\$34,536</u>	<u>\$35,630</u>	<u>\$36,960</u>	<u>\$38,324</u>	<u>\$39,721</u>
<u>Manatee County</u>	<u>\$45,829</u>	<u>\$47,282</u>	<u>\$49,047</u>	<u>\$50,856</u>	<u>\$52,710</u>
<u>Pinellas County</u>	<u>\$65,730</u>	<u>\$67,813</u>	<u>\$70,345</u>	<u>\$72,939</u>	<u>\$75,599</u>
<u>Hillsborough County</u>	<u>\$156,491</u>	<u>\$161,452</u>	<u>\$167,479</u>	<u>\$173,657</u>	<u>\$179,989</u>
<u>Total Local Dues</u>	<u>\$582,023</u>	<u>\$595,511</u>	<u>\$611,899</u>	<u>\$628,696</u>	<u>\$645,914</u>
<u>Projected Total Funds Needed for Program Operations</u>	<u>\$966,239 (FY2021)</u>	<u>\$990,395</u>	<u>\$1,015,155</u>	<u>\$1,040,534</u>	<u>\$1,066,547</u>
<u>Funding shortfall needed for Program Operations (in addition to funding entities listed above + 10% TBERF Contributions)</u>	<u>\$326,716</u>	<u>\$334,884</u>	<u>\$343,256</u>	<u>\$351,838</u>	<u>\$360,633</u>

^c US Census Bureau Data Portal: <https://data.census.gov/>.

SCHEDULE 2 (without consideration of a TBERF contribution)

GOAL: Maintain program operations with funding entities adjusting annually by 2.5% through FY2026. Maintain SWFWMD levels at FY2021 rate. Funding schedule for other entities in FY2022 adjusted to 2018 American Community Survey, US Census Bureau, Census Tract population estimates (Table B00001)^d.

<u>Funding Entity</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>
<u>SWFWMD</u>	<u>\$202,505</u>	<u>\$202,505</u>	<u>\$202,505</u>	<u>\$202,505</u>	<u>\$202,505</u>
<u>City of Clearwater</u>	<u>\$18,988</u>	<u>\$19,683</u>	<u>\$20,395</u>	<u>\$21,125</u>	<u>\$21,873</u>
<u>City of St. Petersburg</u>	<u>\$43,214</u>	<u>\$44,795</u>	<u>\$46,415</u>	<u>\$48,076</u>	<u>\$49,779</u>
<u>City of Tampa</u>	<u>\$64,047</u>	<u>\$66,390</u>	<u>\$68,792</u>	<u>\$71,254</u>	<u>\$73,777</u>
<u>Pasco County</u>	<u>\$35,470</u>	<u>\$36,767</u>	<u>\$38,097</u>	<u>\$39,461</u>	<u>\$40,858</u>
<u>Manatee County</u>	<u>\$47,068</u>	<u>\$48,790</u>	<u>\$50,555</u>	<u>\$52,365</u>	<u>\$54,219</u>
<u>Pinellas County</u>	<u>\$67,507</u>	<u>\$69,977</u>	<u>\$72,509</u>	<u>\$75,103</u>	<u>\$77,763</u>
<u>Hillsborough County</u>	<u>\$160,724</u>	<u>\$166,604</u>	<u>\$172,631</u>	<u>\$178,808</u>	<u>\$185,140</u>
<u>Total Local Dues</u>	<u>\$639,523</u>	<u>\$655,511</u>	<u>\$671,899</u>	<u>\$688,696</u>	<u>\$705,914</u>
<u>Projected Total Funds Needed for Program Operations</u>	<u>\$966,239 (FY2021)</u>	<u>\$990,395</u>	<u>\$1,015,155</u>	<u>\$1,040,534</u>	<u>\$1,066,547</u>
<u>Funding shortfall needed for Program Operations (in addition to funding entities listed above)</u>	<u>\$326,716</u>	<u>\$334,884</u>	<u>\$343,256</u>	<u>\$351,838</u>	<u>\$360,633</u>

^d US Census Bureau Data Portal: <https://data.census.gov/>.

EXHIBIT “B”

If to Clearwater: City of Clearwater
P. O. Box 4748
Clearwater, FL 34618-4748
Attn: City Attorney

If to St. Petersburg: City of St. Petersburg
One Fourth Street North
St. Petersburg, FL 33701
Attn: City Attorney

If to Tampa: City of Tampa
306 E. Jackson Street
Tampa, FL 33602
Attn: City Attorney

If to FDEP Florida Department of Environmental Protection
Southwest District Office
13051 N. Telecom Parkway
Temple Terrace, FL 33637
Attn: District Director

If to Fish & Wildlife Research Institute Florida Fish & Wildlife Conservation Commission’s
Fish and Wildlife Research Institute
100 8th Avenue SE
St. Petersburg, FL 33701
Attn: Director

If to Hillsborough County: Hillsborough County
Environmental Management Division—~~Public Works~~
~~Department~~
601 E. Kennedy Blvd.
Tampa, FL 33602
Attn: Director

If to EPC Environmental Protection Commission of
Hillsborough County
3629 Queen Palm Drive
Tampa, FL 33619
Attn: General Counsel

If to Manatee County Manatee County
1112 Manatee Avenue West, Suite 920
Bradenton, FL 34205
Attn: County Administrator

If to Manatee Port Authority

Manatee County Port Authority

300 Tampa Bay Way

Palmetto, FL 34221

Attn: Executive Director

If to Pasco County

Pasco County

8731 Citizens Dr., Suite 340

New Port Richey, FL 34654

Attn: County Administrator

If to Pinellas County

Pinellas County

315 Court Street, Room 601

Clearwater, FL 33756

Attn: County Administrator

If to SWFWMD:

Southwest Florida Water Management District

2379 Broad Street

Brooksville, FL 34609

Attn: General Counsel

If to Tampa Port Authority:

Tampa Port Authority

P.O. Box 2192

Tampa, FL 33601

Attn: General Counsel

If to TBRPC:

Tampa Bay Regional Planning Council

4000 Gateway Centre Blvd., Suite 100

Pinellas Park, FL 33782

Attn: Executive Director

If to Tampa Bay Water:

Tampa Bay Water

2575 Enterprise Road

Clearwater, FL 33763

Attn: General Manager