

**ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
COMMISSIONER'S BOARD ROOM
OCTOBER 16, 1997
10 AM - 12 NOON**

**AGENDA
REVISED 10-14-97**

I. PUBLIC HEARING (continued from September 18, 1997)

- | | |
|--|----|
| A. Consider Amendments to Chapter 1-11, Relating to Wetlands (10AM) | 1 |
| B. Consider Adoption of Resolution For Cockroach Bay Management Plan | 15 |

II. CONSENT AGENDA

- | | |
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| A. Approval of Minutes: None | |
| B. Monthly Activity Reports | 68 |
| C. Legal Department Monthly Reports | 77 |
| D. Pollution Recovery Fund | 81 |
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III. CITIZEN'S ADVISORY COMMITTEE

Items of Interest

IV. WETLANDS MANAGEMENT DIVISION

Report - Cockroach Bay Sea Grass

V. WASTE MANAGEMENT DIVISION

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| Authorize Executive Director to Execute Clean Up Contract with DEP | 83 |
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VI. ADMINISTRATION DEPARTMENT

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| Authorize Chairman to Sign Change of Status Form for Executive Director | 96 |
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VII. LEGAL DEPARTMENT

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| A. Draft Letter to Legislators re: Medfly Eradication Remedies | 97 |
| B. Consideration of letter from Mrs. Fuhro re: Fluoridation of drinking water | 99 |

CITIZEN'S WISHING TO APPEAR

Any person who might wish to appeal any decision made by the Environmental Protection Commission regarding any matter considered at the forthcoming public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

AGENDA ITEM COVER SHEET

Date: October 16, Continuation of September 18, 1997

Agenda Item: (1) Public Hearing on Wetland Rule Amendment
(2) Resolution regarding Cockroach Bay

Description/Summary:

In an effort to refine the regulatory activities of the agency and ensure consistency and common sense, the Commission asked the CEAC to review all rules except the Wetland Rule. A few months later, the Commission reconsidered its limitation and asked CEAC to also review the Wetland Rule.

CEAC held several meetings at which public comment regarding the Wetland Rule was received. Thereafter, CEAC established a subcommittee to review and make specific comments on how the rule might be improved. The subcommittee met numerous times over several months, resulting in several recommendations of a technical nature. The recommendations were submitted to and reviewed by CEAC during its meetings in July and August, and will be finally considered by CEAC on September 15th.

The attached amendment is the result of CEAC's work (except for any changes following the September 15th meeting). The proposed changes reorganize the rule and provide structure and word changes without altering the substantive requirements of the rule:

- ◆ reorganizing to include Part II's provisions on Intent Regarding Marine Wetlands, Approved Activities, and Prohibitions within the respective sections of Part I;
- ◆ adding seagrass beds to the list of examples in the definition of Wetlands;
- ◆ expanding Wetland Recovery Areas in Part II to include non-marine wetlands;
- ◆ combining the requirements for Recovery Area Management Plans from Parts II and III into Part II and deleting the Cockroach Bay Management Plan in Part III;
- ◆ clarifying that mitigation for impacted wetlands must comply with applicable state permit requirements;
- ◆ making technical and word changes throughout for clarification and easier readability and correcting reference numbers to state rules.

Management Plans consistent with the Rule, as amended, can be adopted by the Commission and kept on file. Since the Cockroach Bay Management Plan is not yet concluded, adoption of a resolution would be appropriate to ensure a complete record of the existing plans kept on file with the Commission.

Board Action Recommended:

- (1) Consider adoption of amendment to Chapter 1-11
- (2) If rule amended, recommend adoption of Resolution for Cockroach Bay Management Plan

A RULE

AMENDING THE WETLAND RULE BY REORGANIZING CHAPTER 1-11 TO INCLUDE PART II'S PROVISIONS ON INTENT REGARDING MARINE WETLANDS, APPROVED ACTIVITIES, AND PROHIBITIONS WITHIN THE RESPECTIVE SECTIONS OF PART I; ADDING SEAGRASS BEDS TO THE LIST OF EXAMPLES IN THE DEFINITION OF WETLANDS; EXPANDING WETLAND RECOVERY AREAS IN PART II TO INCLUDE NON-MARINE WETLANDS; COMBINING THE REQUIREMENTS FOR RECOVERY AREA MANAGEMENT PLANS FROM PARTS II AND III INTO PART II AND DELETING PART III; CLARIFYING THAT MITIGATION FOR IMPACTED WETLANDS MUST COMPLY WITH APPLICABLE STATE PERMIT REQUIREMENTS; MAKING TECHNICAL AND WORD CHANGES THROUGHOUT FOR CLARIFICATION AND EASIER READABILITY; CORRECTING REFERENCE NUMBERS TO STATE RULES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Environmental Protection Commission of Hillsborough County is empowered by Chapter 84-446, Laws of Florida to adopt and amend from time to time rules to provide for the protection of the environment, and

WHEREAS, the Commission determines that it is reasonably necessary for the effective and efficient implementation of Chapter 84-446, Laws of Florida to amend its rule relating to wetland protections to clarify and simplify its provisions making it easier to read and understand, but without changing the obligations and burdens imposed upon the citizens of the County, and

WHEREAS, the Commission published due notice of its intent to consider adoption of amendments to its Wetland Rule, Chapter 1-11, in Hillsborough County,

NOW, THEREFORE, the Environmental Protection Commission of Hillsborough County, in regular public meeting this ____ day of _____, 1997, enacts the following:

Section 1. Chapter 1-11, Rules of the Environmental Protection Commission, is readopted and amended to read as follows:

CHAPTER 1-11, WETLAND RULE

PART I

1-11.01 Intent Purpose

1. The intent ~~It is the purpose~~ of this rule is to provide ~~consistency with the statewide standards for the identification and delineation of wetlands, as well as providing~~ local standards for the protection, maintenance and utilization of wetlands within Hillsborough County, while providing consistency with the statewide standards for the identification and delineation of wetlands, recognizing the rights of individual property owners to use their lands in a reasonable manner as well as the rights of all citizens to protection and purity of the waters of Hillsborough County and their associated wetland ecosystems. It is the policy of the State of Florida and the Environmental Protection Commission to preserve the essential character of wetland property. The owner of wetlands has no right to ~~change the essential character of wetland property so as to use them~~ it for a purpose for which they are ~~it is~~ unsuited in their ~~its~~ natural state. It shall be the priority policy of the Environmental Protection Commission to avoid minimize the disturbance of wetlands in the County and to encourage their use only for purposes which are compatible with their natural functions and environmental benefits. It is the intent of the Commission that development requiring mitigation be a last resort used only when reasonable use of the property is otherwise unavailable.

2. Marine wetlands are particularly valuable significant resources to the residents of the county, providing protection to water quality in the bay, prevention of erosion and siltation, and natural habitat for aquatic life upon which the local economy is dependent. Their importance to the ecological system and values of the Tampa Bay region requires that they be protected from the ~~avoidable~~ adverse impacts of human ~~man's~~ activities. The Commission will use available resources and media to provide information to the public, especially boaters and swimmers, regarding the nature, value and fragility of marine wetlands, and so to enlist their assistance in avoiding such adverse impacts as much as possible.

1-11.02 Definitions

1. The definitions contained in section 62 47-340.200 F.A.C. are adopted by reference.

2. The following definitions shall apply for purposes of this rule unless a contrary meaning is clearly indicated:

~~a.-b.~~ Adverse Impact - a negative affect upon a wetland, resulting from development which contaminates, alters or destroys, or which contributes to the contamination, alteration or destruction of a wetland or portion thereof such that its environmental benefits are destroyed, reduced or impaired or which threatens their present or future functioning, ~~has an adverse impact upon the wetland involved.~~

1 b.f. Altered wetlands - wetlands which have been substantially ~~been~~ affected by
2 development, but which continue to provide some environmental benefit as provided in 1-11.06.

3 c.a. Development - any man-made change to real property, including but not limited to
4 dredging, filling, grading, paving, excavating, clearing, timbering, ditching or draining.

5 ~~d. Artificially created waters - waters created by man in upland areas.~~

6 d.g. Mitigation Plan - specific development activities designed to restore, create, or
7 replace environmental benefits of wetlands within the area.

8 e.h. Mitigation Wetlands - wetlands created or restored for mitigation purposes
9 pursuant to agreement with governmental officials.

10 f.i. Recovery Areas - ~~are those marine wetland~~ areas designated by the Commission
11 pursuant to Section 1-11.20 ~~1-11.24~~ as requiring special protection to recover and restore their
12 ecosystems functions.

13 g.e. Waters of the County ~~consist of the~~ waters, both surface and underground, which
14 are located either entirely or partially within the geographic boundaries of Hillsborough County, and
15 also the physical features which regularly or seasonally contain water by inundation or saturation of
16 surface or groundwater in years of normal water conditions. Waters of Hillsborough County include
17 but are not limited to the water and containing physical features of bays, rivers, streams, lakes,
18 ponds, swamps, springs, impoundments and other waters whether naturally or artificially created
19 and whether fresh, brackish, saline or tidal.

20 h.e. Wetlands - ~~are those~~ areas as defined by section 373.019(17) F.S. included within
21 waters of the County which are inundated or saturated by surface water or ground water at a
22 frequency and a duration sufficient to support, and under normal circumstances do support, a
23 prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands
24 generally are classified as hydric or alluvial, or possess characteristics that are associated with
25 reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or
26 obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions
27 described above. These species, due to morphological, physiological, or reproductive adaptations,
28 have the ability to grow, reproduce, or persist in aquatic environments or anaerobic soil conditions.
29 Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands,
30 sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove
31 swamps, seagrass beds, and other similar areas. Florida wetlands generally do not include longleaf
32 or slash pine flatwoods with an understory dominated by saw palmetto.

1-11.03 Identification of Wetlands

Under normal circumstances, wetlands will be identified by visual application of the definition of wetlands considering the dominance of plant species, soils and other hydrologic evidence indicative of regular and periodic inundation or saturation.

1-11.04 Delineation of Wetlands

1. Sections 62 17-340.300, 62 17-340.400, 62 17-340.450, 62 17-340.500, 62 17-340.550, and 62 17-340.600 F.A.C. providing the statewide method as amended by the Legislature for delineating wetlands in Florida, are adopted by reference. Qualified developments granted vested or grandfathered rights pursuant to Section 373.421(7) F.S. shall be delineated as provided therein.

2. Upon request of any person with a legal or equitable interest including governmental bodies, and upon payment of the appropriate fee as established in Chapter 1-6 of these Rules, a formal determination approving a certified survey, or an approximate delineation as reflected on a scaled site plan, shall be issued as to the existence and extent of any wetlands upon specific lands within Hillsborough County. Failure to make a wetland determination within 30 days of receipt of a complete request and payment therefore shall entitle the applicant upon appropriate notice, to a hearing before a hearing officer as provided in Section 9 of Chapter 84-446, Laws of Florida.

3. Delineations ~~may be made upon interpretation of aerial photography~~ are alone, ~~but shall be approximations only~~, subject to modification by future on-site inspection.

4. Delineations pursuant to a formal determination or pursuant to a DEP or SWFWMD permit where the delineation was field-verified by EPC staff and specifically approved in the permit shall be binding for five years provided physical conditions on the property do not change to alter the boundaries during that time.

5. ~~All other determinations made prior to the effective date of this rule shall be presumptively valid only.~~

~~6.~~ This section shall not be construed as limiting the right of any citizen to register a complaint or request investigation of an alleged violation.

1-11.05 Pollution Prohibited

1. Development within wetlands of Hillsborough County which destroys, reduces or impairs the wetland or which contributes to the present or potential future destruction, reduction or impairment of the environmental benefits provided by the wetland or a portion thereof constitutes pollution as defined by Chapter 84-446, Laws of Florida, as amended, and is prohibited except to the extent as may be hereafter specifically authorized ~~and only if authorized~~ in writing by the Executive Director or his authorized agent.

1 ~~2.1.~~ The intentional or knowing destruction of marine wetlands by filling, excavation,
2 dredging, contamination, or other development as defined herein, except as provided in section 1-11.07
3 ~~1-11.24~~, is a violation of this rule. Ordinary fishing practices (such as casting a line, using tackle or nets,
4 anchoring, etc.) shall not be construed as destruction of marine wetlands when conducted outside of
5 designated marine Recovery Areas.

6 ~~3.2.~~ Knowing failure to comply with the restrictions of a management plan within a
7 designated Recovery Area is a violation of this rule.

9 **1-11.06 Review of Proposed Development Within Wetlands**

10 1. Upon request to the Environmental Protection Commission a review of proposed
11 development of wetlands will be made by weighing the specific environmental benefits provided by the
12 target wetland with the impact that the proposed development could reasonably be expected to have upon
13 the wetland's ability to provide those environmental benefits. Environmental benefits include, but are not
14 limited to, the ability to

- 15 a. receive, store and discharge surface water runoff so as to contribute to hydrological
16 stability and control of flooding and erosion;
- 17 b. buffer adjacent uplands from hurricane and tidal storm surges;
- 18 c. recharge the groundwater;
- 19 d. provide filtration and uptake of nutrients and pollutants from surface water runoff;
- 20 e. provide habitat for fish, wildlife or other forms of animal or plant life;
- 21 f. provide a link in the food chain of fish, wildlife or other forms of animal or plant
22 life;
- 23 g. provide habitat for any rare, endangered or threatened species of animal or plant
24 life which utilize wetland habitats as listed by the Florida Game and Fresh Water Fish Commission
25 and/or the U.S. Fish and Wildlife Service;
- 26 h. provide a significant ecological function in the life cycle of fish, wildlife or other
27 forms of animal or plant life of neighboring habitats; ~~and~~
- 28 i. function as an integral part of a surface water course, lake or bay; and
- 29 j. increase rainfall production through available evaporative surfaces.

30 2. Consideration ~~shall may~~ be made of cumulative impacts of the proposed development to the
31 wetland system in combination with other developments which have been or may be proposed in the same
32 drainage basin.

33 3. Consideration ~~shall may~~ be made of the technical feasibility of proposed mitigation plans and
34 the likelihood of their success in restoring or replacing the environmental benefit impacted by the
35 development.

1 4. Consideration shall be made of the wetland's existing capacity to provide environmental
2 benefits because of such factors as maturity, size, degree of prior alteration, physical relationship to other
3 water systems, and adjacent land uses.

4 5 **Section 1-11.07 Environmental Protection Commission Authorization**

6 1. Written authorization may be given to conduct proposed development affecting wetlands
7 only if reasonable use of the land cannot be accomplished without affecting the wetland, and only if the
8 environmental benefits provided by the affected wetland are adequately protected by specified conditions
9 and time limitations which would be imposed upon approval of the development.

10 2. Projects which otherwise would be violations of this rule may be permitted within
11 ~~marine~~ wetlands if a permit, reviewed by the Commission and subject to specific conditions, is obtained
12 from the Tampa Port Authority. ~~Failure to comply with the conditions of permit is a violation of this~~
13 ~~rule.~~

14 3. 2. The Commission may require that an applicant provide proof of financial responsibility to
15 ensure proper and successful completion of a mitigation plan. Financial responsibility may be
16 established and assured by a number of methods, including but not limited to: performance bond,
17 irrevocable letter of credit, deposit of cash or cash equivalent into an escrow account, or guarantee bond.
18 The Commission will accept suitable financial responsibility mechanisms held by other regulatory
19 agencies upon assurance that the fund be available to EPC to complete the approved mitigation
20 requirements. In certain cases the Commission may require the posting of a bond to ensure the proper
21 completion of a mitigation plan.

22 4. 3. Development pursuant to such authorization shall be periodically inspected to ensure com-
23 pliance with the conditions imposed. Failure to comply with any condition, including conditions contained
24 in a Tampa Port Authority permit, shall be a violation of this rule subject to administrative and judicial
25 enforcement and penalties under Chapter 84-446, Laws of Florida.

26 27 **Section 1-11.08 Minimum Requirements of a Mitigation Plan**

28 1. Where wetlands are or may be adversely impacted by development, an acceptable mitigation
29 plan shall include detailed plans designed to compensate for ~~minimize or prevent~~ any adverse impact to the
30 environmental benefits.

31 2. Where all or part of a wetland is destroyed or substantially altered by development, an
32 acceptable mitigation plan shall include at least

33 a. acre for acre replacement of the same or better type of wetland providing the
34 environmental benefits lost by reason of the proposed development. All such replacements must
35 comply with applicable state Environmental Resource Permit requirements;

- 1 b. specific design requirements based upon conditions of the site and the type of wet-
- 2 land to be created or restored;
- 3 c. a schedule ~~Periodic monitoring~~ to remove exotic or ~~and~~ nuisance vegetation;
- 4 d. monitoring and replacement to assure a specified survival rate of wetland
- 5 vegetation for a reasonable period ~~of time~~ as specified in the plan; and
- 6 e. recorded designation as a permanent conservation area or easement. Whenever
- 7 the area to be preserved exceeds 0.5 acres, the conservation area must be recorded as a
- 8 conservation easement.
- 9 3. An acceptable mitigation plan shall be reasonable ~~reasonably~~ and technically feasible.

11 1-11.09 Adequate Protection

12 Only development under the following circumstances may, at the discretion of the Executive

13 Director, be determined to provide adequate protection of the environmental benefits:

14 1. Where the adverse impact is of a temporary nature and an acceptable mitigation plan will

15 restore the wetland to provide its previous environmental benefit at the earliest feasible time. Temporary,

16 for purposes of this part, means a reasonable time considering the activity involved, but any impact of more

17 than a year's duration ~~ease over one growing season~~ shall require a Commission vote of approval;

18 2. Where the adverse impact is to previously altered wetlands and an acceptable mitigation plan

19 will recreate in proximity to the original wetland the same type of wetland with equivalent or greater

20 capacity to provide the same environmental benefits. However, mitigation wetlands may not be developed

21 if the only justification for development ~~reason~~ is that they are altered wetlands.

22 3. Where the adverse impact is completely confined to such a small area as to be of nominal ~~no~~

23 consequence to the wetland system, such as may occur with docks or boardwalks on pilings.

24 4. Where the adverse impact has limited effect on existing environmental benefits so as to not

25 be contrary to the public interest, and an acceptable mitigation plan will create in an adjoining portion of

26 the wetland the same type of wetland to provide the same environmental benefits;

27 5. Where the adverse impact is offset by the benefit of the development to the public, such that

28 it is clearly in the public interest and an acceptable mitigation plan is proposed. Examples may include, in

29 appropriate circumstances, the construction of public roads or other public works;

30 6. Where adverse impact can be prevented by appropriate precautions, such as control of the

31 quantity and quality of stormwater run off into isolated wetland systems; or

32 7. Where, upon favorable recommendation of the Executive Director and approval by the

33 Commission, adverse impact is to previously altered wetlands, and a mitigation plan will incorporate the

34 preservation of valuable uplands, which are ecologically connected to waters of the county and which aug-

35 ment some wetland function of those waters, and the preserved upland acreage is twice that of a disturbed

1 herbaceous wetland or three times that of a disturbed forested wetland. Applicants proposing such upland
 2 mitigation shall provide 15 days written notice to owners of adjacent property and to each registered
 3 neighborhood organization within 1 mile of the proposed impact, a description of the mitigation proposal,
 4 the name and telephone number of a contact for more information, and the date and time when the matter
 5 will be considered by the Commission. Staff will not recommend, nor will the Commission approve any
 6 project without assurance that "no net loss" criteria are met.

8 PART II

9 WETLAND RECOVERY AREAS

10 ~~1-11.20~~ Intent Regarding Marine Wetlands

11 ~~—Marine wetlands are significant resources to the residents of the county, providing protection to water~~
 12 ~~quality in the bay, prevention of erosion and siltation, and natural habitat for aquatic life upon which the~~
 13 ~~local economy is dependent. Their importance to the ecological system and values of the Tampa Bay~~
 14 ~~region requires that they be protected from the avoidable adverse impacts of man's activities. The~~
 15 ~~Commission will use available resources and media to provide public information to the boating and~~
 16 ~~swimming public of the county regarding the nature, value, and fragility of marine wetlands, and so to enlist~~
 17 ~~the public's assistance in avoiding such adverse impacts as much as possible.~~

19 1-11.20 Designation of Recovery Areas

20 The Commission may, in an advertised public hearing, designate a wetland as a Recovery Area
 21 and adopt a management plan if:

- 22 1. the wetland has been damaged by or is in jeopardy from known or unknown causes, and
- 23 2. the wetland can reasonably be expected to recover or be restored if the area is protected
 24 through appropriate limitations and a management plan.

26 1-11.21 Delineation of the Marine Wetland Recovery Areas

27 1. Marine Wetlands designated as Recovery Areas shall be delineated and described in such
 28 manner as best suited to the purpose, and so as to minimize navigation and safety concerns. Mappings and
 29 descriptions of any designated Recovery Area shall be kept on file with the Commission and made available
 30 for inspection upon request. Informational markings may be posted on-site as appropriate.

31
 32 ~~—2.—When marine wetlands are identified as stressed with significant actual physical damage contrary to~~
 33 ~~the public interest which is demonstrated to be due to known causes or requiring research to determine the~~
 34 ~~causes, and where it is reasonably expected that the wetlands will recover or be restored if the area is~~
 35 ~~protected through appropriate limitations and a management plan, then the Commission may, in an~~

1 advertised public hearing, designate the wetlands as a Recovery Area, and adopt a management plan
2 designed to provide the necessary protection. The management plan may be modified or extended by the
3 Commission as appropriate.

4 ~~3. Recovery Areas shall automatically cease to be subject to restrictions of the applicable management
5 plans upon expiration of the time for which the designation was adopted, unless extended by the
6 Commission. The Commission may dissolve the designation at a public hearing advertised for that purpose.~~

7 ~~4. Management plans may include prohibitions or limitations of specific uses, types of equipment or
8 vessels, type or quantity of discharge, times of use, and provisions for planting of impacted species,
9 augmented public education, increased monitoring, or the like as are specifically tailored to avoid or prevent
10 the cause of the damage without unnecessarily restricting non-damaging uses. Restrictions will be imposed
11 for a specified time period and may be extended at a public hearing advertised for that purpose, and will be
12 subject to specific criteria and monitoring to determine success and effectiveness.~~

13 2. The Recovery Area may be marked and signs posted on site as appropriate.

14
15 ~~11.22 Prohibitions~~

16 ~~1. The intentional or knowing destruction of marine wetlands by filling, excavation, dredging, prop-
17 dredging, contamination, or other development as defined herein, except as provided in section 11.24, is a
18 violation of this rule; ordinary fishing practices (such as casting a line, using tackle or nets, anchoring, etc.)
19 shall not be construed as destruction of marine wetlands when conducted outside of designated Recovery
20 Areas.~~

21 ~~2. Knowing failure to comply with the restrictions of a management plan within a designated Recovery
22 Area is a violation of this rule.~~

23
24 ~~11.23 Criteria, Monitoring, Evaluation~~

25 ~~1. The Director shall establish and implement a specific monitoring plan for any marine wetland
26 designated as a Recovery Area to determine the success or failure of the management plan.~~

27 ~~2. Criteria for evaluating whether a management plan restriction is appropriate shall include:~~

28 ~~a) whether the unrestricted activity will, in reasonable scientific judgment, adversely affect
29 endangered or threatened species, or species of special concern as to nesting, reproduction, food source,
30 habitat, or cover, or affect the vegetation itself;~~

31 ~~b) whether the unrestricted activity will significantly and adversely affect available habitat for fish,
32 or the existence and reproduction of aquatic life, or will result in the emigration from adjacent or associated
33 ecosystems and macro-habitats;~~

34 ~~c) whether the unrestricted activity will have an adverse impact upon existing biological and
35 ecological systems;~~

~~1 d) whether the activity is a principal cause of the impairment or is preventing recovery of an
2 impaired system or habitat;~~

~~3 e) whether the activity is a normal or historic use of the area.~~

~~4 3. Criteria for monitoring and evaluating management plan success shall include:~~

~~5 a) percent of vegetative cover over an identified area;~~

~~6 b) identification and species diversity, estimated population size or biomass;~~

~~7 c) visibility and water quality; and~~

~~8 d) biological monitoring.~~

~~11.24 Approved Activities~~

~~11 Projects which otherwise would be violations of this rule may be permitted within marine wetlands
12 if a permit, reviewed by the Commission and subject to specific conditions, is obtained from the Tampa
13 Port Authority. Failure to comply with the conditions of the permit is a violation of this rule.~~

1-11.22 Management Plans

16 Management Plans will be developed by the Executive Director and adopted by the Commission,
17 and will be kept on file. A Management Plan may include:

18 1. prohibitions or limitations of specific uses or activities; types of equipment, vehicles, or
19 vessels; type or quantity of development, or times of use. Such limitations must be tailored to avoid or
20 prevent further damage, but they should not needlessly restrict non-damaging uses. Prohibitions or
21 limitations are appropriate when the unrestricted activity would, in reasonable scientific judgment,
22 adversely effect or impair:

23 a. endangered or threatened species of special concern as to nesting, reproduction,
24 food source, habitat or cover or affect the vegetation itself;

25 b. available habitat for fish and aquatic life or result in emigration from adjacent or
26 associated ecosystems and macro habitats;

27 c. existing biosystems or ecosystems; or

28 d. recovery of an impaired system.

29 2. provisions for planting of appropriate aquatic plants, augmented public education,
30 increased monitoring or the like;

31 3. a time limit for imposing the restrictions, which may be extended at an advertised public
32 hearing, or a timetable to accomplish specified goals;

33 4. specific criteria to determine success and effectiveness of the Management Plan.

1 1-11.23 Monitoring and Evaluation

2 The Commission shall establish and implement a specific monitoring plan to determine the
 3 success or failure of the Management Plan. Criteria may include:

- 4 1. percent of vegetative cover over an identified area;
 5 2. identification and species diversity, estimated population size or biomass; and
 6 3. water clarity ~~visibility~~ for submerged systems and water quality.

7
 8 1-11.23 Termination of Recovery Area Restrictions

9 Upon determining that optimum recovery of the damaged wetlands has occurred and that further
 10 restrictions are unnecessary, the Commission may rescind the restrictions placed on the Recovery Area
 11 by a public announcement, reserving the right to reinstate restrictions if necessary for the protection of
 12 the wetlands.

13
 14 PART III

15 ~~1-11.30 Intent Regarding Cockroach Bay Recovery Areas~~

16 ~~It is the Commission's intent to temporarily restrict and regulate boating activities within the~~
 17 ~~Cockroach Bay area so that the marine wetlands and seagrasses have an opportunity to recover and restore~~
 18 ~~themselves as a significant public resource. The designation of restricted recovery areas made in this part is~~
 19 ~~limited to three years and shall expire at the end of said time without further action of the Commission,~~
 20 ~~unless shortened or lengthened by subsequent act of the Commission.~~

21 ~~1-11.31 Designation of Cockroach Bay Recovery Areas~~

- 22 ~~1. Recovery Area #1 includes the area of shallow depths extending from the southern point of Camp~~
 23 ~~Key to Cockroach Channel and around Paradise Key, excluding Cockroach Channel.~~
 24 ~~2. Recovery Area #2 includes the broad area within Cockroach Bay of interconnected mangrove~~
 25 ~~islands, shallow depths exposed at lowest tides (e.g., South Stop and the area between Big Cockroach Pass~~
 26 ~~and Hole in the Wall Pass), and numerous constricted passes (e.g., Buoy Pass, Beacon Pass).~~
 27 ~~3. Recovery Areas #3 and #4 include the shallow depths on both the north and south sides of Hole in~~
 28 ~~the Wall Pass in Cockroach Bay, excluding a 20 foot wide channel through the pass.~~
 29 ~~4. The boundaries of the above designated Recovery Areas will be depicted on maps of the Cockroach~~
 30 ~~Bay area, made available at the Commission offices and posted at various boat ramps, public docks and~~
 31 ~~mooring facilities; and will be further identified by channel markers and tide markers located at the~~
 32 ~~appropriate sites.~~

1 ~~1-11.31—Prohibitions~~

2 ~~—1. Except for authorized research and law enforcement vessels, all watercraft are prohibited in~~
3 ~~designated Cockroach Bay Recovery Areas #1, #3 and #4. The marked navigation channels of Hole in the~~
4 ~~Wall Pass are not included in this prohibition. All watercraft with internal combustion engines, except for~~
5 ~~authorized research and law enforcement vessels, are prohibited in designated area #2.~~

6 ~~—2. Any vessel found within a designated Cockroach Bay Recovery Areas at any time, must identify~~
7 ~~himself, his home address, and the vessel registration number upon demand by a law enforcement officer,~~
8 ~~the preserve manager or Commission staff. Failure to provide the appropriate information shall be in~~
9 ~~violation of this rule and subject to enforcement.~~

10

11 ~~1-11.33—Management Plan for Cockroach Bay Recovery Areas; Monitoring~~

12 ~~—1. Public education programs identified in the final Task Force Report and 1994 Annual Status Report,~~
13 ~~including signage, pamphlets, and notices, shall be implemented in coordination with other agencies,~~
14 ~~specific to Cockroach Bay and its associated ecological functions.~~

15 ~~—2. Hole in the Wall Pass will be marked so that vessels will be able to identify and remain within its~~
16 ~~boundaries.~~

17 ~~—3. Tide markers will be designed and installed at the perimeters of Cockroach Bay Recovery Areas to~~
18 ~~alert boaters of the restrictions.~~

19 ~~—4. Marine Deputies and an Aquatic Preserve Manager shall work together to assure a maximum~~
20 ~~reasonable regulatory presence in the designated recovery areas, day and night. In the course of their~~
21 ~~responsibilities, they will make available to the public educational materials regarding the importance of~~
22 ~~marine ecosystems and seagrasses.~~

23 ~~—5. A monitoring plan shall be developed to determine and demonstrate the effectiveness of prohibiting~~
24 ~~boat traffic in the Cockroach Bay Recovery Areas. The Task Force Report and 1994 Annual Status Report~~
25 ~~identify aerial photography, identification of reference sites, and regular monitoring of specific parameters~~
26 ~~for comparative purposes. Commission staff and/or an authorized contractor shall implement the~~
27 ~~monitoring plan and make appropriate reports to the Commission.~~

28 ~~—6. Appropriate parameters and technical criteria regarding vegetative cover, species diversity, and~~
29 ~~biomass will be developed and monitored to determine the recovery success of the four designated recovery~~
30 ~~areas.~~

31 ~~—7. Periodically, or at least annually at about the anniversary date of the designation of Cockroach Bay~~
32 ~~Recovery Areas, the Commission shall consider at a regular meeting, the effectiveness of the management~~
33 ~~plan in assisting recovery of seagrasses, and make such changes to the plan as necessary.~~

34

1 ~~11.34~~ Enforcement

2 ~~1. Violation of the prohibitions applicable to a designated recovery area are violations of this rule and~~
3 ~~section 17 of Chapter 84 446, Laws of Florida, as amended.~~

4 ~~2. Where appropriate, information shall be recorded regarding a vessel's registration number, the~~
5 ~~owner and/or operator, the names of persons aboard, and other such information necessary to identify the~~
6 ~~circumstances of a vessel in or adjacent to a designated recovery area.~~

7 ~~3. Without limitation to other lawful and appropriate enforcement action, the person responsible for a~~
8 ~~knowing or willful violation is subject to arrest or warrant by a law enforcement officer for a criminal~~
9 ~~misdemeanor.~~

Section 2. It is declared to be the intent of the Environmental Protection Commission that the provisions of this rule be severable. If one or more of the sections, subsection, sentences, clauses or provisions are held invalid, for whatever reason, the remaining portions shall not be affected.

Section 3. This rule shall be effective upon approval in accordance with law.

[rules\amend\proposed wetland amendment 1997]

RESOLUTION

Upon motion by Commissioner _____, which was seconded by Commissioner _____, the following resolution was adopted by _____ vote:

WHEREAS, the Commission has simplified its Wetland Rule by amendment by providing for Recovery Areas and Management Plans, but removing the plan details regarding the Cockroach Bay Recovery Area; and

WHEREAS, the Commission intends to continue the Management Plan for Cockroach Bay to its completion;

THEREFORE, it is resolved by the Environmental Protection Commission in public meeting on ___ September 1997, that the following Management Plan shall continue until its completion:

A. Intent Regarding Cockroach Bay Recovery Areas

It is the Commission's intent to temporarily restrict and regulate boating activities within the Cockroach Bay area so that the marine wetlands and seagrasses have an opportunity to recover and restore themselves as a significant public resource. The designation of restricted recovery areas made in this part is limited to three years and shall expire at the end of said time without further action of the Commission, unless shortened or lengthened by subsequent act of the Commission.

B. Designed Recovery Areas of Cockroach Bay

1. Recovery Area #1 includes the area of shallow depths extending from the southern point of Camp Key to Cockroach Channel and around Paradise Key, excluding Cockroach Channel.

2. Recovery Area #2 includes the broad area within Cockroach Bay of interconnected mangrove islands, shallow depths exposed at lowest tides (e.g., South Stop and the area between Big Cockroach Pass and Hole-in-the-Wall Pass), and numerous constricted passes (e.g., Buoy Pass, Beacon Pass).

3. Recovery Areas #3 and #4 include the shallow depths on both the north and south sides of Hole-in-the-Wall Pass in Cockroach Bay, excluding a 20 foot wide channel through the pass.

4. The boundaries of the above designated Recovery Areas will be depicted on maps of the Cockroach Bay area, made available at the Commission offices and posted at various boat ramps, public docks and mooring facilities; and will be further identified by channel markers and tide markers located at the appropriate sites.

C. Prohibitions

1. Except for authorized research and law enforcement vessels, all watercraft are prohibited in designated Cockroach Bay Recovery Areas #1, #3 and #4. The marked navigation channels of Hole-in-the-Wall Pass are not included in this prohibition. All watercraft with internal combustion engines, except for authorized research and law enforcement vessels, are prohibited in designated area #2.

2. Any vessel found within a designated Cockroach Bay Recovery Areas at any time, must identify himself, his home address, and the vessel registration number upon demand by a law enforcement officer, the preserve manager or Commission staff. Failure to provide the appropriate information shall be in violation of this rule and subject to enforcement.

D. Management Plan for Cockroach Bay Recovery Areas; Monitoring

1. Public education programs identified in the final Task Force Report and 1994 Annual Status Report, including signage, pamphlets, and notices, shall be implemented in coordination with other agencies, specific to Cockroach Bay and its associated ecological functions.

2. Hole-in-the-Wall Pass will be marked so that vessels will be able to identify and remain within its boundaries.

3. Tide markers will be designed and installed at the perimeters of Cockroach Bay Recovery Areas to alert boaters of the restrictions.

4. Marine Deputies and an Aquatic Preserve Manager shall work together to assure a maximum reasonable regulatory presence in the designated recovery areas, day and night. In the course of their responsibilities, they will make available to the public educational materials regarding the importance of marine ecosystems and seagrasses.

5. A monitoring plan shall be developed to determine and demonstrate the effectiveness of prohibiting boat traffic in the Cockroach Bay Recovery Areas. The Task Force Report and 1994 Annual Status Report identify aerial photography, identification of reference sites, and regular monitoring of specific parameters for comparative purposes. Commission staff and/or an

authorized contractor shall implement the monitoring plan and make appropriate reports to the Commission.

6. Appropriate parameters and technical criteria regarding vegetative cover, species diversity, and biomass will be monitored to determine the recovery success of the four designated recovery areas.

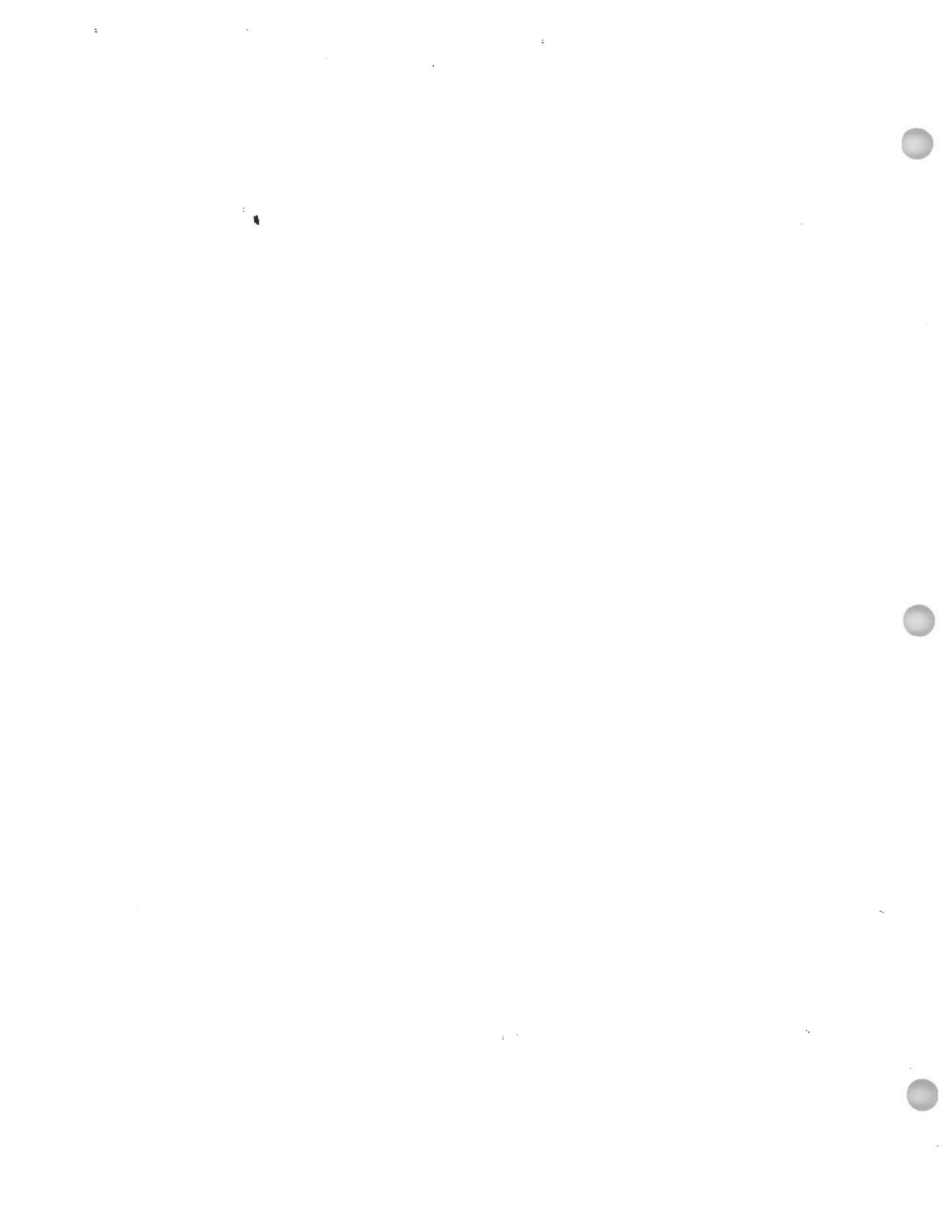
F. Enforcement

1. Knowing violation of the prohibitions applicable to a designated recovery area are violations of the Wetland Rule.

2. Where appropriate, information shall be recorded regarding a vessel's registration number, the owner and/or operator, the names of persons aboard, and other such information necessary to identify the circumstances of a vessel in or adjacent to a designated recovery area.

PASSED AND ADOPTED by the Environmental Protection Commission of Hillsborough County, Florida on _____.

Chairman
Environmental Protection Commission





ABOUT THE TAMPA BAY NATIONAL ESTUARY PROGRAM MANAGEMENT PLAN AND INTERLOCAL AGREEMENT

The Tampa Bay National Estuary Program (NEP) was established in 1991 to assist the region in developing and implementing a comprehensive plan for bay restoration and protection. The Program is part of a national network of estuary programs established under the Clean Water Act and administered by the U.S. Environmental Protection Agency.

In 1997, the NEP culminated nearly six years of scientific research into the bay's most pressing problems with the formal adoption of *Charting The Course*, a comprehensive blueprint for the bay's future. This landmark effort reflects broad-based input from citizens, groups and communities with a common interest in a healthy bay as the cornerstone of a prosperous economy. NEP partners include Hillsborough, Pinellas and Manatee counties, the cities of Tampa, St. Petersburg and Clearwater, the Florida Department of Environmental Protection, and the Southwest Florida Water Management District.

Throughout the process of developing the bay plan, the NEP has sought input from those with a stake in the bay's future. Technical and citizen advisors have assisted in the development of the plan and more than 300 citizens attended a series of Town Meetings and community focus groups in the Spring of 1996 to discuss the plan with panels of experts from their communities. Their comments were incorporated in the final version of the plan. Additionally, local industries are working with the NEP to find solutions to meet water quality goals for the bay.

For the past year, representatives of local, state and federal governments and environmental agencies have helped bring to life an historic agreement which defines their commitments and responsibilities for the bay's restoration and protection. This agreement spells out how partners in the Tampa Bay National Estuary Program will implement *Charting The Course*. The Interlocal Agreement (IA) will be presented to local communities and participating agencies this fall for formal adoption.

The purpose of the IA is to provide consistent, effective and timely implementation of the bay management master plan by NEP government and regulatory partners to ensure that Tampa Bay remains a vibrant part of the state's environmental and economic landscape for decades to come.

The IA will be signed by local governments and agencies that comprise the Policy Committee of the Tampa Bay NEP, including Hillsborough, Pinellas and Manatee counties; the cities of Tampa, St. Petersburg and Clearwater; the Southwest Florida Water Management District and the Florida Department of Environmental Protection. Additional signatories to the IA from the NEP's Management Committee may include the Florida Game & Freshwater Fish Commission; the

Environmental Protection Commission of Hillsborough County; Tampa Bay Regional Planning Council; Florida Marine Research Institute; and the Tampa Port Authority in its role as a regulatory entity. The U.S. Environmental Protection Agency and the U.S. Army Corps of Engineers will enter into a separate Memorandum of Understanding with the newly established entity in which it outlines its funding contributions and responsibilities.

The goals of the IA are the goals of the bay management plan:

- water and sediment quality
- dredging and dredged material management
- bay habitats
- spill prevention and response
- bay fisheries and wildlife

Signatories to the IA agree to achieve these goals and submit action plans detailing how they will meet their specific responsibilities. These goals for Tampa Bay provide specific benchmarks for improvements in water and sediment quality, bay habitats, fish and wildlife, spill preventions and response, and dredging and dredged material management. A key goal is to compensate for anticipated increases in nitrogen loadings to the bay to foster the gradual recovery of more than 12,000 acres of seagrass.

The IA includes a specific time frame for accomplishing each of the goals for bay improvement. NEP partners will reevaluate and update these goals every five years, or more often if warranted.

The IA also reorganizes the NEP as an independent alliance of governmental entities (under Chapter 163, Florida Statutes) charged with overseeing implementation of the Tampa Bay management plan. The new organization will be directed by a Policy and Management Board comprised of signatories to the IA. The NEP currently functions as an informal partnership between EPA and local governments and agencies.

KEY FEATURES NEP INTERLOCAL AGREEMENT

- 13 signatory parties
- Enabled under Chapter 163.01, Florida Statutes
- Measurable and achievable goals (Exhibit “B”)
- Action plans of agencies and local governments (Sec. 6.2 and Article Seven)
 - Incorporate actions into local government comprehensive plans and capital improvement plans (Sec. 6.6(b))
- Voluntary public/private partnership to manage nitrogen loading (Section 4.4 and Exhibit “B-1”)
- Regulatory flexibility, variances, and rule review extended by regulatory agencies (Sec. 6.3, 6.4 and 6.5)
- Streamlined permitting (Article Eight)
- Administrative support provided by TBRC (Sec. 5.8)
- Funding commitment (Article Nine)

Environmental Protection Commission
CCMP Elements

- Environmental Monitoring and Reporting
 - water quality
 - benthic organisms
 - sediment quality
 - seagrass quality
 - Tampa Bay Monitoring Report

- Atmospheric Deposition Studies
 - with NEP, EPA, FDOT, other governments

- Enforce Consent Orders for East Bay fertilizer facilities
 - in cooperation with FDEP and facilities

- Habitat restoration projects

- Establish and Implement Criteria for Mitigation Banks and Identify Priority Sites
 - work with ABM, FDEP, other governments

- Improve wetland permit compliance monitoring and enforcement
 - work with FDEP, SWFWMD in workshop

TAMPA BAY NATIONAL ESTUARY PROGRAM
INTERLOCAL AGREEMENT

THIS TAMPA BAY NATIONAL ESTUARY PROGRAM INTERLOCAL AGREEMENT (the "Agreement") is executed and made effective the _____ day of _____, 1997, by and between 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 DEPARTMENT OF ENVIRONMENTAL PROTECTION'S FLORIDA MARINE RESEARCH INSTITUTE, an institute; 6. FLORIDA GAME AND FRESH WATER FISH COMMISSION, a Florida state agency; 7. HILLSBOROUGH COUNTY, a Florida political subdivision; 8. HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION, a Hillsborough County agency; 9. MANATEE COUNTY, a Florida political subdivision; 10. PINELLAS COUNTY, a Florida political subdivision; 11. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a Florida water management district; 12. the TAMPA PORT AUTHORITY, a Florida port authority; and 13. the TAMPA BAY REGIONAL PLANNING COUNCIL, a Florida regional planning council, (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 was established in 1991 to assist the Tampa Bay area in developing a comprehensive plan to restore and protect Tampa Bay. The Tampa Bay National Estuary Program is governed by a Policy Committee and advised by a Management Committee. The Tampa Bay National Estuary Program is a part of a national network of twenty-eight (28) 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 National 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, (the "CCMP"), and are committed to its successful implementation. *Charting the Course* 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 and Dredging and Dredged Material Management, which will be reexamined 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 this Agreement endeavor to be the first National Estuary Program to adopt a binding agreement to ensure that the CCMP is 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, and will not constitute separate agreements unless otherwise stated below:

(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, Fla. Stat.

(d) The term "Action Plan(s)" shall mean the comprehensive action plans developed by each of the Parties which set forth their individual initiatives and strategies they will undertake to attain the CCMP Goals, which Action Plans are subject to approval of the Parties as set forth below.

(e) The term "Action Plan Supplement(s)" shall mean the annual supplements to each of the Parties' Action Plans which set forth specific projects they will implement to attain the CCMP Goals.

(f) The term "Agreement" shall mean this Interlocal Agreement between the Parties as it is presently constituted or as it may be amended from time to time.

(g) The term "Army Corps" shall mean the United States Army Corps of Engineers, a federal agency.

(h) The term "CCMP" shall mean the Comprehensive Conservation and Management Plan, dated December, 1996, agreed to unanimously by the Parties, as amended from time to time.

(i) The term "CCMP Goals" or "Goals" shall mean those goals of the CCMP set forth in Section 4.1 below, as amended from time to time.

(j) The term "Clearwater" shall mean the City of Clearwater, a Florida municipal corporation.

(k) The term "Cities" shall mean collectively Clearwater, St. Petersburg, and Tampa.

(l) The term "Counties" shall mean collectively Hillsborough, Manatee and Pinellas.

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

(n) The term "EPA" shall mean the United States Environmental Protection Agency, a federal agency.

(o) The term "EPC" shall mean the Hillsborough County Environmental Protection Commission, a Hillsborough County agency.

(p) The term "Game and Fish Commission" shall mean the Florida Game and Fresh Water Fish Commission, a Florida state agency.

(q) The term "Hillsborough" shall mean Hillsborough County, a Florida political subdivision.

(r) The term "Institute" shall mean the Florida Department of Environmental Protection's Florida Marine Research Institute, an institute of DEP.

(s) The term "Local Governments" shall mean collectively the Cities and the Counties.

(t) The term "Management Board" shall mean the new board for the NEP Entity that will replace the Management Committee, all as set forth in Article Five below.

(u) The term "Management Committee" shall mean the existing Management Committee of the NEP, which will be replaced under this Agreement by the Management Board for the NEP Entity under Article Five below.

(v) The term "Manatee" shall mean Manatee County, a Florida political subdivision.

(w) The term "NEP" shall mean the Tampa Bay National Estuary Program, an intergovernmental task force.

(x) The term "NEP Entity" shall mean the interlocal entity formed pursuant to this Agreement and Section 163.01, Fla. Stat., and which shall be known as the Tampa Bay National Estuary Partnership.

(y) The term "Nitrogen Management Consortium" or "Consortium" means a task force of representatives from the currently existing Management Committee, electric utility industry, fertilizer industry, and agriculture, as described in Exhibit "A," which was formed to develop an action plan to meet the portion of the nitrogen management goal not previously allocated to local governments.

(z) The term "Pinellas" shall mean Pinellas County, a Florida political subdivision.

(aa) The term "Policy Board" shall mean the new board of the NEP Entity that will replace the Policy Committee, all as set forth in Article Five below.

(bb) The term "Policy Committee" shall mean the existing Policy Committee of the NEP which will be replaced under this Agreement by the Policy Board for the NEP Entity under Article Five below.

(cc) The term "Port Authority" shall mean the Tampa Port Authority, a Florida port authority.

(dd) The term "Regulatory Agencies" shall mean the governmental agencies with regulatory authority over certain of the other Parties, including DEP, EPC, Game and Fish Commission, Port Authority, and SWFWMD.

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

(ff) The term "Streamlined Permitting" shall mean the expedited permitting process described in Section 8.3 below.

(gg) The term "SWFWMD" shall mean the Southwest Florida Water Management District, a Florida water management district.

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

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

ARTICLE TWO -- INTERLOCAL AGREEMENT

2.1 **Interlocal Agreement.** 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.

ARTICLE THREE -- TERM

3.1 **Term.** The term of this Agreement is perpetual, commencing on the 1st day of November, 1997 (the "Term"). The first day of the Term 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 prior to November 1, 2002 and prior to 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 NEP Entity. The Policy Board shall vote on whether to terminate this Agreement, amend this Agreement or to let the status quo prevail. Should no action occur, this Agreement shall continue for another five year period.

ARTICLE FOUR -- CCMP

4.1 **Adoption of CCMP Goals and Priorities.** The Parties hereby agree that the goals and priorities (collectively the "Goals") for Tampa Bay described in the CCMP and amplified in Exhibit "B" are approved and adopted by each of them. **The CCMP is attached as Exhibit "C."** The Goals for Tampa Bay are to maintain important water quality and seagrass gains achieved over the last decade to allow the eventual recovery of seagrass to acreage observed in 1950. The Goals focus on issues that must be addressed to sustain a healthier bay that will support both recreation and commerce. These issues include seagrass and nitrogen load management, coastal habitats, toxic contaminants, atmospheric deposition, bacterial contamination, fish and wildlife, spill prevention and response, and dredging and dredged material management. The Goals shall be achieved in the manner described in Section 4.3 below, including through Action Plans and Action Plans Supplements described in Article Seven to be submitted by each of the Parties. The Parties shall use their **best efforts** to achieve the Goals within the time periods prescribed, and shall work cooperatively 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 not reflected in Exhibit "B;"**

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 reexamined by the NEP at least once every five (5) years in the light of new knowledge or changed circumstances and updated accordingly. The Policy Board may elect by a majority vote to reexamine 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 Goal will be restructured to provide for ongoing maintenance of the resource.

4.3 **Goals: Achievement.** The only CCMP Goals that are specifically allocated in this Agreement to be achieved individually by any of the Parties is the nitrogen loading reduction to be accomplished by Local Governments as described in Section 1 of Exhibit "B" and in Exhibit "B-1." It is contemplated that all other Goals will be achieved collectively by the Parties with each contributing through specific Action Plans and Action Plan Supplements described below. It is contemplated this will foster joint cooperation among the Parties and joint restoration and pollution reduction projects where reasonable and cost effective. Thus, the Goals will be collectively determined by the NEP Entity as described in Exhibit "B" and thereafter achieved by the individual Action Plans and Action Plan Supplements of the Parties. If a cumulative goal is not met within its stated goal period, then the NEP Entity 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 Nitrogen Management Consortium will adopt the Consortium Action Plan by resolution concurrent with the adoption of this Agreement to address the Year 1999 goals for cumulative reductions in annual loads of fifty-

five (55) tons allocated to the Consortium in Section 1 of Exhibit "B" and in Exhibit "B-1." Those Consortium members who are also Parties to this Agreement will incorporate appropriate elements of the Consortium Action Plan into their own Action Plans within sixty (60) days of adoption of this Agreement and Consortium Action Plan. Such Action Plan is subject to the approval by majority vote of both the Policy Board and the Management Board. In the event of any inconsistency between the provisions of this Agreement and any agreement that may be adopted by the Consortium, including, without limitation, nitrogen management goals, then the provisions of this Agreement shall control and prevail.

4.5 Prospective Application. This Agreement is to be of prospective application only. Any actions authorized by DEP permits or permits issued by other permitting agencies issued in response to permit applications filed prior to the effective date of this Agreement, whether or not such applications were deemed complete by DEP or other permitting agencies by that date, shall not be considered inconsistent with any CCMP goals, either allocated or unallocated, or requirements of this Agreement. Further, any progress made toward implementing CCMP goals, either allocated or unallocated or requirements of this Agreement, will be measured based upon an assumption that actions authorized by the permits referred to in this Section were occurring as of the effective date of this Agreement.

4.6 Credit for Projects. The Parties shall be able to have credit for 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 NEP

5.1 NEP Entity. The Parties agree to the formation of the NEP Entity to be known as the TAMPA BAY NATIONAL ESTUARY PARTNERSHIP pursuant to the authority of Section 7 of the Act.

5.2 NEP Entity. The NEP Entity shall be created under authority of subsection (7) of the Act. The NEP Entity shall have those powers specifically described in or contemplated by this Agreement.

(a) The NEP Entity 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 the NEP Entity employees;

(iii) Make purchases and enter into contracts in the manner determined, adopted and implemented by it;

(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 NEP Entity, except as otherwise specifically described in this Agreement;

(vii) Determine the manner of responding for any liabilities that may be incurred through performance under this Agreement or through the NEP Entity;

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

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

(b) The NEP Entity 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) All of the tangible personal property and copies of all records of the TBRPC used specifically by or for the NEP and the NEP Entity employees shall be transferred by the TBRPC to the NEP Entity by the date described in Section 5.8 below. It is the intent that tangible personal property paid by funds of the NEP be transferred and no others of the TBRPC. Federal, state, regional or local government support specifically contributed to the TBRPC for the NEP shall be transferred to the NEP Entity in the manner described in Section 5.8 below;

(d) In the event there are surplus funds held by the NEP Entity, they shall be used in the manner determined by the Policy Board;

(e) 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 is specifically described in or contemplated by this Agreement;

5.3 NEP Entity Functions and Responsibilities. The NEP Entity shall have the following functions and responsibilities, which are not inconsistent with the Act or any provision of applicable law:

(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 NEP Entity;

(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 NEP Entity;

(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, to do 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 NEP Entity, which action may include, but is not limited to, work 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 incident to effectuating the terms and provisions of this Agreement;

(k) To appear on its own behalf before boards, commissions departments, or other agencies of municipal, county, state, or federal government;

(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 NEP Entity; 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 NEP Entity shall separately account for the public funds and the private funds deposited into any authorized public depository;

(m) Provided that the Policy Board and the Management Board unanimously agree, to adopt, change, amend, and repeal and terms and provisions of this Agreement for the administration of the provisions and terms of this Agreement;

(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 NEP Entity.

5.4 Policy Board. Initially, the Board of Directors of the NEP Entity shall be made up of eight (8) voting directors representing the Cities, Counties, DEP and SWFWMD (collectively the "Policy Group Member(s)"), and one non-voting participant representing the EPA, and shall be known as the "Policy Board". The actual representative of each Policy Group Member and the EPA shall be appointed by such Policy Board Member or the EPA from time to time. Each Policy Group Member and the EPA shall also appoint an alternate representative for the Policy Board from time to time to serve when the actual representative is not available. Each Policy Group Member and the EPA may change either their initial or alternative representative from time to time, but with at least two (2) business days 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 NEP in addition to those powers explicitly set forth in this Agreement. **The Policy Board** of the NEP Entity shall replace the existing Policy Committee. Except as otherwise specifically set forth herein, a quorum for meetings and all votes shall be by a majority of the board members, with the exception that the EPA representative will not vote nor be counted for purposes of a quorum. All directors of the Policy Board shall serve without compensation.

5.5 Management Board. Initially, the Management Board of the NEP Entity shall consist of representatives of each of the Parties (each of which shall be voting members), one of the existing Co-Chairs of the TAC and CAC (both defined in Section 5.7 below) (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, but with at least two (2) days prior written notice by a duly authorized representative, of any change 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 NEP to the extent delegated by the Policy Board, in addition to those powers explicitly set forth in this Agreement. The Management Board shall replace the existing Management Committee. Except as otherwise specifically set forth herein, a quorum for meetings and all votes shall be by a majority of the board members, with the exception that the Army Corps and EPA representatives will not vote nor be counted for purposes of a quorum. The Management Board may unanimously agree to add the then existing Chair of the Consortium as a non-voting member of the Management Board, and if such occurs, such Chair shall not be counted for purposes of establishing a quorum. All directors of the Management Board shall serve without compensation.

5.6 Officers. The Policy Board shall elect (i) a chair or chairs of the Policy Board; (ii) other Policy Board officers; and (iii) and officers of the NEP Entity they deem appropriate. The Management Board shall elect (i) a chair or chairs of the Management Board; and (ii) other Management Board officers. Until the EPA ceases funding under Article Nine below, the DEP Representative on both the Policy Board and the Management Board shall serve as Chair.

5.7 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.

5.8 Transition and Administrative Support. The staff of the current NEP will become the staff of the NEP Entity. Within the period of three (3) to six (6) months of the full execution of this Agreement, the Policy Board shall approve an Operating Procedures Manual establishing procedures the NEP Entity will follow in its operations, including hiring/termination, pay/compensation, benefits, procurement of services and general policies. Within the period of three (3) to nine (9) months of the full execution of this Agreement, the NEP Entity shall enter into an administrative support agreement with a third party to provide administrative support for the NEP Entity, the Policy Board and the Management Board in accordance with the Operation Procedures Manual. It is contemplated that the TBRPC will continue to perform such services so long as the quantity, quality and cost of services are reasonable. Transfer from the TBRPC to the NEP Entity of NEP staff, office equipment and furniture, NEP funds, and other assets of the NEP along with the responsibilities for grants, contracts, and other legal documents in the name of TBRPC on behalf of the NEP shall be effective on the date the administrative support agreement becomes effective.

5.9 Limitations of Powers. The NEP Entity shall have no powers of taxation, regulation or eminent domain.

5.10 **Additional Board Members.** Should other governmental entities or regulatory agencies or private **industry entities** desire to become a party to this Agreement and of the Policy Board they must be unanimously approved by the Policy Board in their respective sole and absolute discretion. Such Party must comply with all of the provisions of this Agreement and be willing and able to contribute its pro-rata share of the funding. The **funding ratios** in Article Nine below will be amended accordingly to reflect such new **Policy Board Members'** obligations, all as of the first day of the **next first year** of the NEP Entity. Once an **entity** is approved they will become a member of the **NEP Entity**, of the Policy Board and of the Management Board with the same voting rights as the **existing members** of such entities or boards. Should other governmental entities or regulatory agencies or private industry entities desire to become a party of this Agreement and the Management Committee (and not contribute funding) they must be unanimously approved by the Policy Board and the Management Board in their respective sole and absolute discretion. Once an **entity** has approval, they 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 NEP Entity.

5.11 **Fiscal Year.** The NEP Entity shall have a fiscal year ending September 30 of each year.

5.12 **Budgets.**

(a) During the month of June and following preparation of a tentative budget, the Policy Board shall publish a notice of its intention to adopt a tentative budget. Following an appropriate hearing, the Policy Board shall adopt a tentative budget each year during the month of June of each year for the NEP Entity covering its proposed operation and requirements for the next ensuing fiscal year.

(b) The Policy Board shall give consideration to objections filed against the budget and in **its discretion**, may amend, modify or change the tentative budget. The Policy Board, by September 30th following appropriate notice and hearing, shall adopt a final budget for the NEP Entity, which shall thereupon be the operating and fiscal budget for the NEP Entity for the ensuing fiscal year.

(c) The Policy Board shall provide copies of the tentative budget to the Parties, as well as the Army Corps and EPA, and such tentative budget shall be accompanied by the **estimated annual contribution** of each of the Policy Board Members. The notice shall set forth **the tentative budget in full**, and shall be notice to all residents within the Counties and the Cities or the **SWFWMD jurisdictional area** that on a date and at a place appearing on the notice, opportunity will be afforded to such owners, their attorneys or agents, to appear before the Policy Board and show their objections to the budget. The notice should be published once a week for two consecutive weeks in any newspaper qualified to accept legal advertisements 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 budget.

5.13 **Bylaws.** The Policy Board by unanimous vote shall create and adopt Bylaws or appropriate rules of procedure for the NEP Entity for its governance and which shall remain in effect until modified by the Policy Board. The Bylaws or appropriate rules of procedure shall be initially created and adopted at the same time or before execution of the administrative support agreement described in Section 5.8 above.

5.14 **Policies.** The NEP Entity shall adopt its operating rules and internal procedures in the manner described in Section 5.2(b) above. Until such rules and procedures are fully adopted, the Policy Board may use the rules and procedures presently used by the TBRPC.

ARTICLE SIX -- RESPONSIBILITIES OF THE PARTIES

6.1 **Interpretation of Agreement and CCMP.** The parties agree that this Agreement is intended to make the CCMP a standard by which regulatory actions are taken within the framework of existing rules and regulations. Thus, if a CCMP Goal is being obtained by an Action Plan or proposed permit, the Regulatory Agencies will attempt to allow such suggested actions to occur so long as they are within the parameters of existing rules and regulations. This will be known as "Regulatory Flexibility," as contemplated by Section 6.3 below. In the event that a rule or waiver or rule change is required, then the provisions of Section 6.4 below shall control and prevail. By participation in this Agreement, the Regulatory Agencies do not subordinate or relinquish their regulatory authority over the estuary or the power to act independent and apart from this Agreement.

6.2 **Responsibilities of all Parties.** By entering into this Agreement, the intent of the Parties is to assure effective and timely implementation of recommended actions and to adjust strategies as needed in the future to keep Tampa Bay's recovery on track. To that end, each of the Parties hereby agrees to:

(a) Determine how they will contribute toward the attainment of the Goals including their individual goals and time frames for achieving those goals.

(b) By November 30, 1997, each Party shall submit their conceptual Action Plan outlining the projects, initiatives, and strategies that it will undertake over a certain period of time to achieve the Goals for Tampa Bay.

(c) Upon execution of this Agreement, each Party shall appoint an individual or individuals to serve as its liaison with the NEP on tracking and coordinating CCMP implementation and submit their name(s) in writing to the NEP.

(d) Annually review and, where new projects are required to accomplish the Goals, resubmit its Action Plan to the Management Board in the form of an Action Plan Supplement and supplement the plan with such detailed projects it will undertake.

6.3 Additional Responsibilities of the Regulatory Agencies.

(a) 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.

(b) The flexibility contemplated by this section is intended to facilitate achievement of the CCMP goals, produce a net environmental benefit, and allow an efficiency that will reduce the overall costs of implementing the CCMP. For projects reviewed under Section 27 of 97-164, Laws of Florida, the Regulatory Agencies agree to extend the following forms of flexibility for projects that are part of an approved Action Plan: (1) coordinated regulatory contact per facility, (2) permitting process flexibility, (3) expedited permit processing, (4) alternative monitoring and reporting requirements, (5) coordinated permitting and inspections, and (6) cooperative inspections that provide an opportunity for informal resolution of compliance issues before enforcement action is initiated.

(c) Permitting process flexibility shall include (1) a review, by the director responsible for issuance of a given permit, of the necessity for any and all informational requirements required by permitting staff which are mandated by agency policy rather than rule; and (2) a review of the necessity of any proposed conditions or other requirements contemplated in the issuance, which are mandated by agency policy rather than rule, for any project which is part of the applicant's approved Action Plan.

(d) Alternative monitoring and reporting requirements shall include a review, by the director responsible for issuance of a given permit, of the necessity for any monitoring and reporting proposed by permitting staff, recognizing the participation by the permit applicant in monitoring programs designed to measure the success of Action Plans in achieving CCMP goals, in the interest of eliminating unnecessary, duplicative, and project-specific monitoring, for any project which is part of the applicant's approved Action Plan.

6.4 **Variations and Waivers or Rule Changes.** The Regulatory Agencies agree to consider granting variances or waivers or changes to their rules pursuant to or in accordance with Chapter 28-104, Florida Administrative Code, if requested, to those projects that demonstrate consistency with the goals of the CCMP, including but not limited to the implementation of the Parties' approved Action Plans, to the extent their existing laws, rules and regulations permit such relief. An agency's decision concerning when and whether to grant a variance or waiver or rule change, is a matter totally within the discretion of each agency and any decision not to extend a variance or waiver or rule change shall not be considered a breach of this Agreement. To the extent allowed by applicable laws, rules and regulations, and provided the relief granted protects the public interest served by the laws, rules and regulations at issue, the Regulatory Agencies may consider the following criteria when determining whether to grant or deny a petition for a variance or waiver:

- (a) Whether the project facilitates the goals of the CCMP; and
- (b) Whether the project produces a net environmental benefit to Tampa Bay through implementation of the CCMP.

6.5 Rule Review. Subject to the above limitations, all Regulatory Agencies and all other Parties having regulatory functions agree to periodically review and update their regulatory processes in an expeditious manner to incorporate any changes in statutes, rules or policy provisions that would encourage 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.

6.6 Additional Responsibilities of the Local Governments.

- (a) Identify the regulatory flexibility desired for its projects from time to time, and provide such list of desired flexibility to the Regulatory Agencies.
- (b) Include the goals and needed actions in its applicable Action Plan (as they may be amended from time to time) into its comprehensive plan and its capital improvement plans as such plans are further amended from time to time.

6.7 Responsibilities of the NEP Entity. The NEP Entity shall:

- (a) Serve as the coordinating body for the Action Plans and assist the Parties in gathering information necessary for the development of Action Plans and the subsequent implementation thereof.
- (b) Report annually to the Policy Board on each Party's compliance with this Agreement and each Party's status of the implementation of their Action Plans.
- (c) Prepare, every two (2) years, a baywide environmental monitoring report on conditions and trends in Tampa Bay.
- (d) Assist the Parties in locating grants and other funds to aid in implementation of the projects set forth in their individual Action Plans and Action Plan Supplements.
- (e) Coordinate outreach programs to promote public participation and facilitate restoration activities that support the CCMP Goals.
- (f) Coordinate the re-examination and updating of the CCMP every five (5) years.
- (g) Facilitate resolution of conflicts among the Parties.

(h) Establish a process that determines when a member has achieved its share of the CCMP Goals and ensures continued maintenance of those goals afterwards.

(i) Oversee atmospheric deposition, toxic contamination and other research projects.

(j) Develop action plans to address goals not being addressed through other Party's Action Plans.

(k) Participate in the Florida Coastal Zone Management (CZM) Program federal consistency review process to ensure that relevant federally funded or permitted projects are consistent with the goals of the CCMP.

Specific action to accomplish such goals must be approved by both the Policy Board and the Management Board.

6.8 Port Authority. The 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 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 Port Authority is entering into this Agreement only to the extent of its Port Authority Regulatory Capacity.

ARTICLE SEVEN -- ACTION PLANS

7.1 Action Plans. Each Party shall submit by November 30, 1997, a conceptual Action Plan to the Management Board for approval outlining the manner in which it intends to achieve the Goals of the CCMP. The Action Plan is a long-term strategy outlining each Party's contribution to the attainment of the CCMP Goals and specifically how each Party shall attain the CCMP Goals, if any. The Action Plan may be revised at any time throughout the Term by submitting such revisions to the Management Board for approval.

7.2 Action Plan Supplements. Before each annual anniversary date of this Agreement, each Party shall review its Action Plan. Where new projects are required to accomplish the Action Plan, each Party shall submit an Action Plan Supplement to the Management Board for approval. The Action Plan Supplement shall describe specific projects outlined in its Action Plan, including anticipated costs, financing and impact. Where no supplement is required, a notice to that effect shall be submitted to the Management Board. Party shall submit an Action Plan Supplement to the Management Board for approval, describing specific projects outlined in its Action Plan, including anticipated costs, financing and impact. The Action Plan Supplement should also include provisions for maintenance throughout the Term

of this Agreement of any particular CCMP Goal once it has been attained. The Action Plan Supplement may be revised at any time throughout the Term by submitting such revisions to the Management Board for approval.

7.3 **Review of Action Plans.**

(a) **Management Board.** The Management Board shall review the Action Plans and revisions thereof submitted by the Parties and vote on recommending individual Action Plans to the Policy Board. An affirmative majority vote of the Management Board is required in order for any individual Action Plan to be recommended to the Policy Board, except that a negative vote from any Regulatory Agency with jurisdiction over the Action Plan will result in a negative recommendation. Revisions to the Action Plans must only be approved by the Management Board unless the Policy Board shall otherwise direct.

(b) **Policy Board.** The Policy Board shall review the Action Plans recommended by the Management Board for consistency with the CCMP Goals and for feasibility and shall vote on each Action Plan's acceptability. An affirmative majority vote of the Policy Board is required to approve any individual action plan. In addition, in order for any individual Action Plan to be approved and implemented, all applicable Regulatory Agencies on both the Management Board and the Policy Board that have jurisdiction over the Party's Action Plan, must have cast an affirmative vote for the plan.

7.4 **Review of Action Plan Supplements.** Action Plan Supplements only need to be approved by a majority vote of the Management Board, so long as applicable Regulatory Agencies having jurisdiction over the individual Party's Action Plan Supplement do not vote in the negative.

7.5 **Action Plan Permitting.** For each specific project of any individual Action Plan that requires a permit, an applicant may request its application be reviewed under the Streamlined Permitting process or may apply to each applicable Regulatory Agency individually.

ARTICLE EIGHT -- STREAMLINED PERMITTING AND ECOSYSTEM MANAGEMENT

8.1 **Ecosystem Management.** Section 27 of Chapter 97-164, Laws of Florida (to be codified at Section 403.0752 of the Florida Statutes) (the "Ecosystem Management Law") provides a new means for regulatory agencies and local governments to enter into comprehensive multiparty permitting agreements. The CCMP shall be conclusively deemed an ecosystem management conceptual design upon which more detailed ecosystem management agreements will be entered into based upon individual Action Plans.

8.2 **Ecosystem Management Agreements.** At the time of approval of a Party's Action Plan by the Management Board and the Policy Board, the applicable parties may enter into an ecosystem management agreement as contemplated by the Ecosystem Management Law. Such agreement shall coordinate the legal requirements and timelines of the Parties, including all necessary permit processing, project construction, operating, monitoring and enforcement actions, proprietary approvals, and compliance with development orders and regional and local comprehensive plans. Local Governments agree that only those governments having an Action Plan subject to review and approval shall have the right to request an Ecosystem Management Agreement under this Section 8.2. The right to enter into such an agreement shall be subject to the approval of DEP and the other applicable Regulatory Agencies that will be a party to the ecosystem management agreement, which approval will not be unreasonably or untimely withheld. The Parties agree that an applicant who is seeking authorization for a project under an ecosystem management agreement will waive any right to unilaterally terminate the ecosystem management agreement once the ecosystem management agreement is signed by the applicable parties.

8.3 **Streamlined Review Process.** In order to streamline the necessary authorizations from the Regulatory Agencies, the Parties agree that the review process for projects contained in an approved Action Plan shall be as follows, unless the applicable affected Local Government otherwise elects:

- (a) **Regulatory Agencies:** The Regulatory Agencies shall review any permit application as part of a Team Permitting process, and as such, shall work together to coordinate their requests for information from local governments;
- (b) **Policy Committee:** As part of the Streamlined Permitting process, the Policy Committee shall send a letter to the applicable Regulatory Agencies endorsing any project contained in an approved Action Plan and deemed to meet the goals of the CCMP;
- (c) **Pre-application:** Before any Party submits a permit application, the Regulatory Agencies shall encourage the applicant to attend an informal meeting to address the questions and concerns of the Regulatory Agencies up front and in an expedited manner; and
- (d) **Application:** During the Team Permitting process, the Regulatory Agencies shall assist the applicant in completing the required application forms.

ARTICLE NINE -- BUDGETING AND FUNDING

9.1 **NEP Budget.** The Policy Board is responsible for establishing the budget for the NEP Entity and shall annually review and approve the budget. The budget will require approval by all members of the Policy Board

9.2 **Current Funding.** The NEP is currently funded primarily by the EPA in addition to appropriations by Clearwater, St. Petersburg, Tampa, Manatee, Pinellas, Hillsborough, the Alafia River Basin Board, the Manasota Basin Board, the Hillsborough River Basin Board, the Northwest Hillsborough Basin Board and the Pinellas-Anclote Basin Board. The funding of the NEP shall remain unchanged through October 1, 1998 at which time the Parties to this Agreement will be responsible for the funding as set forth below.

9.3 **Initial Funding.** Subject to the provisions of Section 9.6 below, for the period commencing on October 1, 1998 through September 30, 2000, the EPA shall pay nine-twelfths (9/12ths) of the budgeted cost of administering the NEP office, SWFWMD through its Governing Board or designated Basin Boards shall pay one-twelfth (1/12th) of the budgeted costs of administering the NEP Entity office, and the Policy Board Members, other than EPA, DEP and SWFWMD, shall pay two-twelfths (2/12ths) of the budgeted costs, allocated on a pro-rata share based on population size, except that the population of any Policy Board Member county shall not include the population of any Policy Board Member city within its borders.

9.4 **Term Funding.** Subject to the provisions of Section 9.6 below, from October 1, 2000 through the end of the Term, all NEP Entity budgeted costs shall be funded one-third (1/3rd) by SWFWMD through the Governing Board or designated Basin Boards and two-thirds (2/3rds) by the Policy Board Members, other than EPA, DEP and SWFWMD, allocated on a pro-rata share based on population size, except that the population of any Policy Board Member county shall not include the population of any Policy Board Member city within its borders.

9.5 **Funding.** Throughout the Term of this Agreement, SWFWMD promises to use its best efforts to support Surface Water Improvement Management ("SWIM") projects on Tampa Bay on a match basis with Clearwater, St. Petersburg, Tampa, Hillsborough, Manatee and Pinellas, as well as other municipalities affecting Tampa Bay. Such promises are premised on state governmental funding of the SWIM projects at least to the extent of twenty-five percent (25%) of the applicable capital and operating costs, so that the Local Governments will pay fifty percent (50%) of such costs, and the State of Florida and SWFWMD will each pay twenty-five percent (25%) of such costs. The costs of Local Governments in acquiring the land necessary for such SWIM project will be credited to their match obligations under this Section 9.5.

9.6 **Annual Approval.** Each Policy Board member shall attempt to cause approval by its applicable congressional, legislative or governing body each fiscal year of the funding levels described in Sections 9.3, 9.4, and 9.5 above, 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 Entity each year.

ARTICLE TEN -- DEFAULT

In the event any Party is determined to be in willful and significant noncompliance with its Action Plan or the CCMP Goals, the Policy Board may, by a unanimous vote by all Parties except the Party charged with being in default, remove 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 Ten, (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 any funds provided before termination but not expended shall only be used by the NEP Entity in accordance with the approved budget for which such contribution was made.

ARTICLE ELEVEN -- 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 "D," 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 TWELVE -- 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 Eleven above. Such withdrawal of a Party shall occur only if the withdrawing Party provides such one hundred eighty (180) days prior written notice to the other Parties. In the event all other Parties hereto do receive written notice of such withdrawal from the withdrawing Party, then on the next 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 obligations and responsibilities of a Party with respect to compliance

with all applicable laws and regulations, without the benefit of being a Party hereto to this Agreement. If a Party withdraws under this Article Twelve, (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 for the longer of the period of such one hundred eighty (180) days or until the next fiscal year shall be required, and (iii) this Agreement shall continue as to the remaining Parties.

ARTICLE THIRTEEN -- CONCLUSION

13.1 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.

13.2 Modification. This Agreement may be modified, altered or amended only by a written instrument subsequently executed by the Parties hereto.

13.3 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, understandings, representations, and statements among the Parties with respect to the matters addressed herein, either written or oral. The terms and contents of all prior agreements, understandings, representations and statements are merged and incorporated in this Agreement.

13.4 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.

13.5 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.

13.6 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.

13.7 **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, except as specifically provided herein.

13.8 **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 the Agreement and the termination of this Agreement, and shall not be deemed to be merged in the Agreement or any other instrument which may be executed and delivered pursuant to this Agreement.

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

13.10 **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.

13.11 **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.

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

13.13 **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.

13.14 **Filing.** Each party to this Agreement shall, pursuant to Section 163.01(11), Fla. Stat., file a copy of this Agreement and any amendments thereto with the Clerk of the Circuit Court of each County where that party is located.

13.15 **Conditions Precedent.** This Agreement shall not be effective or have any force and effect whatsoever unless and until both the Army Corps and EPA duly sign the Joinder attached to this Agreement.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed, under seal, and shall be deemed to have executed such, on the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF CLEARWATER, a Florida
municipal corporation

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____

Its _____

Attest: _____

City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

Its _____ City Attorney

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 1997, by _____, and _____, the _____ and City Clerk, respectively, of the CITY OF CLEARWATER, a Florida municipal corporation, on behalf of the corporation.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC

(SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

CITY OF ST. PETERSBURG, a Florida
municipal corporation

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____
DAVID J. FISCHER,
Mayor

Attest: _____
JANE K. BROWN
City Clerk

(SEAL)

APPROVED AS TO FORM AND
CONTENT:

By: _____
SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

Its _____ City Attorney

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
1997, by DAVID J. FISCHER, and JANE K. BROWN, the Mayor and City Clerk, respectively, of the
CITY OF ST. PETERSBURG, a Florida municipal corporation, on behalf of the corporation.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC

(SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

CITY OF TAMPA, a Florida
municipal corporation

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____

Its _____

Attest: _____

City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

Its _____ City Attorney

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
1997, by _____ and _____, the _____ and City Clerk,
respectively, of the CITY OF TAMPA, a Florida municipal corporation, on behalf of the corporation.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC

(SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION, a Florida state
agency

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____

Its _____

(SEAL)

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
1997, by _____, the _____ of the FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION, a Florida state agency, on behalf of the agency.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC

(SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION'S FLORIDA
MARINE RESEARCH INSTITUTE, an institute of
DEP

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____
Its _____

(SEAL)

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
1997, by _____, the _____ of the FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION'S FLORIDA MARINE RESEARCH INSTITUTE, an institute of
DEP, on behalf of the institute.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC

My Commission Expires:

Signed, sealed and delivered
in the presence of:

FLORIDA GAME AND FRESH WATER
FISH COMMISSION, a Florida state agency

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
1997, by _____, the _____ of FLORIDA GAME AND FRESH WATER
FISH COMMISSION, a Florida state agency, on behalf of the agency.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC

(SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

HILLSBOROUGH COUNTY, a Florida
political subdivision

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____

Its _____

Attest: _____
County Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

Its _____ County Attorney

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
1997, by _____, the _____ of HILLSBOROUGH COUNTY, a Florida
political subdivision, on behalf of the subdivision.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC

(SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

HILLSBOROUGH COUNTY
ENVIRONMENTAL PROTECTION COMMISSION,
a Hillsborough County agency

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____

Its _____

(SEAL)

APPROVED AS TO FORM AND
CONTENT:

By: _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

Its _____ County Attorney

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
1997, by _____, the _____ of the HILLSBOROUGH COUNTY
ENVIRONMENTAL PROTECTION COMMISSION, a Hillsborough County agency, on behalf of the
agency.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC

(SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

MANATEE COUNTY, a Florida
political subdivision

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____
Patricia M. Glass
Its Chair of the County Commission

Attest: _____
R.B. Shore
County Clerk

(SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 1997, by Patricia M. Glass and R.B. Shore, the Chair of the County Commission and County Clerk, respectively, of MANATEE COUNTY, a Florida political subdivision, on behalf of the subdivision.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC

(SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

PINELLAS COUNTY, a Florida
political subdivision

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____

Its _____

Attest: _____

County Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

Its _____ County Attorney

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
1997, by _____, the _____ of PINELLAS COUNTY, a Florida political
subdivision, on behalf of the subdivision.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC

(SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, a Florida water
management district

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____

Its _____

(SEAL)

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
1997, by _____, the _____ of the SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, a Florida water management district, on behalf of the district.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC

My Commission Expires:

Signed, sealed and delivered
in the presence of:

TAMPA PORT AUTHORITY a Florida
port authority

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____

Its _____

(SEAL)

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
1997, by _____, the _____ of the TAMPA PORT AUTHORITY, a Florida
port authority, on behalf of the authority.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC

My Commission Expires:

Signed, sealed and delivered
in the presence of:

TAMPA BAY REGIONAL PLANNING
COUNCIL, a Florida regional planning council

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

By: _____
Its _____

(SEAL)

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
1997, by _____, the _____ of the TAMPA BAY REGIONAL PLANNING
COUNCIL, a Florida regional planning council, on behalf of the council.

Personally Known _____ OR Produced Identification
Type of Identification Provided _____

SIGNATURE

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC

My Commission Expires:

LIST OF EXHIBITS

- Exhibit A** -- Nitrogen Management Consortium Members
- Exhibit B** -- Goals
- Exhibit B-1** -- Nitrogen Load Reduction Goals
- Exhibit C** -- CCMP
- Exhibit D** -- Notice

**TAMPA BAY NATIONAL ESTUARY PROGRAM
NITROGEN MANAGEMENT CONSORTIUM
MEMBERS**

*Allan Antley
US EPA - Region IV

Rob Brown
T.A.C., Co-Chair

Peter Clark
C.A.C., Co-chair

*Karen Collins-Fleming
Manatee County

*Michael Connors
City of St. Petersburg

*Richard Garrity
Florida Department of Environmental Protection

*Robert Gordon
Hillsborough County

*Julia Greene
Tampa Bay Regional Planning Council

*Brad Hartman
Florida Game & Freshwater Fish Commission

*George Henderson
Florida Dept. of Env. Protection/
Florida Marine Research Institute

Roger Johansson
T.A.C. Co-chair

Dena Leavengood
C.A.C., Co-chair

*Ralph Metcalf
City of Tampa

*Tom Miller
City of Clearwater

*Signatories to the Inter-Governmental Agreement

*David Moore
Southwest Florida Water Mgmt. District

*A.J. Salem
U.S. Army Corps of Engineers

*Roger Stewart
Hills. County Environ.
Protection Commission

*Jacob Stowers, NMC Co-chair
Pinellas County

*Charles A. Towsley
Tampa Port Authority

Bruce DeGrove
Florida Phosphate Council

Ed Rathke
Florida Power & Light Company

Chip Hinton
Florida Strawberry Growers Assoc.

Phyllis Gilreath
Manatee County Ext. Service

Greg Williams, NMC Co-Chair
IMC - Agrico

Melody Russo
Cargill Fertilizer, inc.

Craig Kovach
CF Industries, Inc.

Quirino Wong
Pakhoed Dry Bulk Terminals

Tom Davis
Eastern Terminals

Carl Gerhardtstein
CSX Transportation

EXHIBIT "A"
Page 1 of 2

S*93172.7-C

CC: Mailing List

Kim Holland
Anderson & Orcutt, P.A.

Dennis Carlton
Hillsborough County
Farm Bureau Board

Jeff Pardue
Florida Power Corp.

David Voigts
Florida Power Corp.

Patrick Ho
TECO

Theresa Watley
TECO

Chris Tolbert
Pakhoed Dry Bulk Terminals

Al Bishop
FDEP - Tallahassee

Fred Calder
FDEP - Tallahassee

Chris Person
FDEP - Tampa

Tom Cardinale
EPC Hillsborough County

Don Moores
Pinellas County DEM

Jim Beever
Florida Game and Freshwater
Fish Commission - Punta Gorda

Tom Olds
U.S. Fish & Wildlife Service
National Wetland Inventory

JoAnn Macrina
SWFWMD-SWIM

Steven J. Lezman
Tropicana Products, Inc.

EXHIBIT "A"
Page 2 of 2

GOALS

1. **Seagrass and Nitrogen Management Goals.** Preserve and enhance the Twenty-Five Thousand Six Hundred (25,600) acres of seagrasses existing in Tampa Bay in 1992. Restore an additional Twelve Thousand Three Hundred Fifty (12,350) acres of seagrass over 1992 levels by preventing increases in nitrogen loading to major segments of Tampa Bay. The Local Governments shall use their best efforts to cause such reduction in the manner described in Exhibit "A-1." The remaining amount of nitrogen reduction contemplated by Exhibit "A-1" shall be achieved in the manner described in Section 4.4 of the Agreement.

2. **Coastal Habitat Goals.** To restore to an environmentally functional level in Tampa Bay a minimum of One Hundred (100) acres of low-salinity tidal marsh every five (5) years, for a total increase over time of One Thousand Eight Hundred (1,800) acres. Also, to preserve and enhance the bay's Eighteen Thousand Eight Hundred (18,800) acres of existing mangrove/salt marsh habitat.

3. **Freshwater Inflow Goals.** To establish minimum seasonal freshwater inflows for rivers impounded by dams (Hillsborough River, Manatee River, Braden River, and Palm River) in accordance with the adopted schedule for those rivers previously adopted by the Governing Board of SWFWMD.

4. **Toxic Contaminants.** To agree to develop sediment quality goals based on risks to the ecosystem and to human health, and to meet those goals by implementing specific pollutant reduction projects or other management actions in drainage basins contributing to areas of the Bay not currently meeting sediment quality goals. The applicable time requirements are as follows:

- (a) **NEP Responsibilities.** NEP will develop sediment quality goals based on risks to the ecosystem and to human health, and will identify locations and sources of contaminants contributing to those areas of the bay not currently meeting sediment quality goals within one (1) year of the effective date of the Agreement.
- (b) **Local Governments' and Agencies' Responsibilities.** The Parties will develop specific actions to reduce sources of contaminants to those areas of the bay not currently meeting sediment quality goals in accordance with subsection (4)(a) next above, and incorporate those actions into their Action Plans within one (1) year of the adoption of the sediment quality goals by the NEP in subsection (4)(a) above.

EXHIBIT "B"

Page 1 of 2

5. **Atmospheric Deposition Research.** EPA, the Counties, FDEP, SWFWMD, and NEP agree to continue participation in the Tampa Bay Atmospheric Deposition Study to quantify the role of atmospheric deposition to the Bay's water and sediment quality, and identify sources of air pollution, and agree to develop specific actions to address **identified** sources as appropriate within three (3) years of the effective date of the Agreement.

6. **Bacterial Contamination.** To develop specific actions to address bacterial contamination for those swimming areas and shellfish harvesting areas not currently meeting health standards within three (3) years of the effective date of the Agreement. It is contemplated that health standards for this item might be redefined prior to an action plan being adopted.

7. **Fish and Wildlife.** To have the Regulatory Agencies develop specific actions to improve the on-water enforcement of fishing and environmental regulations within two (2) years of the effective date of the Agreement.

8. **Spill Prevention and Response.** To install a vessel traffic and information system (VTIS) to improve coordination of ship movements along the bay's shipping channel within two (2) years of the effective date of the Agreement.

9. **Dredging and Dredged Material Management.** To cause the Army Corps, in cooperation with local port authorities, to facilitate in development of a long-range dredged **material management plan** for the bay that minimizes environmental impacts and maximizes **beneficial uses of dredged material** by June 30, 1998.

10. **Public Education and Involvement.** To continue to work together to educate the public about Tampa Bay issues and progress in implementing the CCMP, and to enlist them in protection of Tampa Bay.

NITROGEN LOAD REDUCTION GOALS

SOURCE CATEGORY	YEAR 1999 GOALS FOR CUMULATIVE REDUCTIONS IN ANNUAL LOADS								TOTAL (reduction in annual load) (tons)
	Pinellas County	Clearwater	St. Petersburg	Hillsborough County	Tampa	Manatee County	TBNEP Consortium		
Old Tampa Bay	0.30	0.20	0.05	0.40	0.10	<0.01	1.05	2.10	
Hillsborough Bay	<0.01	<0.01	<0.01	4.75	8.45	<0.01	28.25	41.50	
Middle Tampa Bay	<0.01	<0.01	0.90	2.50	<0.01	0.50	7.15	11.05	
Lower Tampa Bay	<0.01	<0.01	<0.01	<0.01	<0.01	8.35	17.00	25.35	
Boca Ciega Bay	0.85	<0.01	1.05	<0.01	<0.01	<0.01	2.00	3.90	
TOTAL	1.15	0.20	2.00	7.65	8.55	8.85	55.45	83.85	
%	1.4	0.2	2.4	9.1	10.2	10.6	66.1	100.0	

EXHIBIT "B-1"

CCMP

S*93172.7-C

EXHIBIT "C"

If to Clearwater:

City of Clearwater

Attn: _____
Telephone No. _____
Telecopier No. _____

If to St. Petersburg:

City of St. Petersburg

Attn: _____
Telephone No. _____
Telecopier No. _____

If to Tampa:

City of Tampa

Attn: _____
Telephone No. _____
Telecopier No. _____

If to DEP:

Florida Department of Environmental Protection

Attn: _____
Telephone No. _____
Telecopier No. _____

If to Institute:

Florida Department of Environmental Protection's
Florida Marine Research Institute

Attn: _____
Telephone No. _____
Telecopier No. _____

If to Game and Fish Commission:

Florida Game and Fresh Water Fish Commission

Attn: _____
Telephone No. _____
Telecopier No. _____

EXHIBIT "D"

Page 1 of 3

If to Hillsborough:

Hillsborough County

Attn: _____
Telephone No. _____
Telecopier No. _____

If to EPC:

Hillsborough County Environmental Protection Commission

Attn: _____
Telephone No. _____
Telecopier No. _____

If to Manatee:

Manatee County

Attn: _____
Telephone No. _____
Telecopier No. _____

If to Pinellas:

Pinellas County

Attn: _____
Telephone No. _____
Telecopier No. _____

If to SWFWMD:

Southwest Florida Water Management District

Attn: _____
Telephone No. _____
Telecopier No. _____

If to NEP:

Tampa Bay National Estuary Program

Attn: _____
Telephone No. _____
Telecopier No. _____

EXHIBIT "D"

Page 2 of 3

If to Port Authority:

Tampa Port Authority

Attn: _____

Telephone No. _____

Telecopier No. _____

If to TBRPC:

Tampa Bay Regional Planning Council

Attn: _____

Telephone No. _____

Telecopier No. _____

If to Army Corps:

United States Army Corps of Engineers

Attn: _____

Telephone No. _____

Telecopier No. _____

If to EPA:

United States Environmental Protection Agency

Attn: _____

Telephone No. _____

Telecopier No. _____

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MONTHLY ACTIVITIES REPORT
AIR MANAGEMENT DIVISION
SEPTEMBER

A.	Public Outreach/Education Assistance:	<u>161</u>	
B.	Industrial Air Pollution Permitting		
1.	Permit Applications Received (Counted by Number of Fees Received):		
a.	Operating:	<u>6</u>	
b.	Construction:	<u>5</u>	
c.	Amendments:	<u>0</u>	
d.	Transfers/Extensions:	<u>1</u>	
2.	Delegated Permits Issued by EPC and Non-delegated Permits Recommended to DEP for Approval (Counted by Number of Fees Collected):		
a.	Operating:	<u>1</u>	
b.	Construction:	<u>10</u>	
c.	Amendments:	<u>2</u>	
d.	Transfers/Extensions:	<u>0</u>	
e.	Title V Operating:	<u>0</u>	
3.	Intent to Deny Permit Issued	<u>0</u>	
4.	General Permits	<u>0</u>	
C.	Administrative Enforcement		
1.	Documents Issued:		
a.	Notice of Intent to Initiate Enforcement	<u>0</u>	
b.	Citation	<u>0</u>	
c.	Other _____	<u>0</u>	
2.	Total Cases Initiated:	<u>3</u>	
3.	Cases Resolved:	<u>2</u>	
4.	Cases Referred to Legal Department:	<u>0</u>	
5.	Consent Orders Signed:	<u>4</u>	
6.	Contributions to the Pollution Recovery Fund:	<u>\$ 4,250.00</u>	
	<u>Organization Name</u>	<u>Violation</u>	<u>Amount</u>
a.	Tampa Scrap Proc.	Opacity Exceedance	\$ 1,375.00
b.	Florida Gas Trans.	Modification w/o prior authorization	1,875.00
c.	AutoNation USA	Const w/o permit	1,000.00

D. Inspections:	
1. Industrial Facilities:	<u>23</u>
2. Air Toxics Facilities:	
a. Asbestos Emitters	<u>1</u>
b. Area Sources (i.e. Drycleaners, Chrome Platers, etc...)	<u>25</u>
c. Major Sources	<u>0</u>
3. Asbestos Demolition/Renovation Projects:	<u>40</u>
4. Gasoline Retailers:	<u>45</u>
5. Auto Repair Facilities:	<u>0</u>
6. Retail Auto Dealers:	<u>21</u>
7. Automotive Parts Stores:	<u>0</u>
8. Fleet Operators:	<u>0</u>
9. CFC Facilities:	<u>3</u>
E. Open Burning Permits Issued:	<u>10</u>
F. Number of DOF Permits Monitored:	<u>182</u>
G. Total Citizen Complaints Received:	<u>69</u>
H. Total Citizen Complaints Investigated:	<u>54</u>
I. Noise Sources Monitored:	<u>20</u>
J. Air Program's Input to DRI's:	<u>0</u>
K. Test Reports Reviewed:	<u>18</u>
L. Compliance:	
1. Warning Notices Issued:	<u>12</u>
2. Warning Notices Resolved:	<u>14</u>
3. Advisory Letters Issued:	<u>12</u>

FEES COLLECTED FOR AIR MANAGEMENT DIVISION
SEPTEMBER

	Total Revenue
1. Non-delegated construction permit for an air pollution source	
(a) New Source Review or Prevention of Significant Deterioration sources	<u>\$ -0-</u>
(b) all others	<u>\$ 800.00</u>
2. Non-delegated operation permit for an air pollution source	
(a) class B or smaller facility - 5 year permit	<u>\$ -0-</u>
(b) class A2 facility - 5 year permit	<u>\$ -0-</u>
(c) class A1 facility - 5 year permit	<u>\$ -0-</u>
3. (a) Delegated Construction Permit for air pollution source (20% of the amount collected is forwarded to the DEP and not included here)	<u>\$ 2,240.00</u>
(b) Delegated operation permit for an air pollution source (20% of the amount collected is forwarded to the DEP and not included here)	<u>\$3,800.00</u>
4. Non-delegated permit revision for an air pollution source	<u>\$ -0-</u>
5. Non-delegated permit transfer of ownership, name change or extension	<u>\$ -0-</u>
6. Notification for commercial demolition	
(a) for structure less than 50,000 sq ft	<u>\$1,900.00</u>
(b) for structure greater than 50,000 sq ft	<u>\$ -0-</u>
7. Notification for asbestos abatement	
(a) renovation 160 to 1000 sq ft or 260 to 1000 linear feet of asbestos	<u>\$ 480.00</u>
(b) renovation greater than 1000 linear feet or 1000 sq ft	<u>\$ 495.00</u>
8. Open burning authorization	<u>\$3,550.00</u>
9. Enforcement Costs	<u>\$ 942.81</u>

COMMISSION

DOTTIE BERGER
JOE CHILLURA
CHRIS HART
JIM NORMAN
JAN PLATT
THOMAS SCOTT
ED TURANCHIK

EXECUTIVE DIRECTOR

ROGER P. STEWART



ADMINISTRATIVE OFFICES, LEGAL &
WATER MANAGEMENT DIVISION
1900 - 9TH AVENUE
TAMPA, FLORIDA 33605
TELEPHONE (813) 272-5960
FAX (813) 272-5157

AIR MANAGEMENT DIVISION
TELEPHONE (813) 272-5530

WASTE MANAGEMENT DIVISION
TELEPHONE (813) 272-5788

WETLANDS MANAGEMENT DIVISION
TELEPHONE (813) 272-7104

MEMORANDUM

DATE: October 7, 1997

TO: Tom Koulianos, Director, Finance and Administration through Hooshang Boostani, Director, Waste Management Division

FROM: Tammy Reed, Executive Secretary, Waste Management Division through Sheila Luce, Enforcement/Administration, Waste Management Division

SUBJECT: WASTE MANAGEMENT'S SEPTEMBER AGENDA BACKUP INFORMATION

The following is a summary of activities for the month of September, 1997. If you would like more information concerning any of these activities please let me know.

WASTE MANAGEMENT DIVISION

A. Administrative Enforcement

1.	New cases received	<u>0</u>
2.	Ongoing administrative cases	
	a. Pending	<u>14</u>
	b. Active	<u>35</u>
	c. Legal	<u>13</u>
	d. Tracking Compliance (Admin.)	<u>12</u>
	e. Inactive/Referred cases	<u>23</u>
	f. Criminal compliance tracking	<u>22</u>
3.	NOI's issued	<u>1</u>
4.	Citations issued	<u>0</u>
5.	Consent Orders signed	<u>0</u>
6.	Civil contrib. to the Pollution Rec. Fund	<u>\$50.00</u>
7.	Criminal contrib. to the Pollution Rec. Fund	<u>\$60.00</u>
8.	Enforcement costs collected	<u>\$0</u>
9.	Cases referred to legal	<u>0</u>
10.	Cases closed	<u>0</u>

B. Solid and Hazardous Waste

1.	Permits (Received/Reviewed)	<u>44/55</u>
2.	EPC Authorization For Facilities Not Requiring DEP Permit	<u>0/0</u>
3.	Other permits and Reports	
	a. County Permits	<u>2/2</u>
	b. *Reports	<u>42/53</u>

*Note, "other reports" includes: Lab analyses, CAPs/CARs, groundwater monitoring reports

4.	Inspections (total)	<u>270</u>
	a. Complaint	<u>61</u>
	b. Compliance/reinspections	<u>67</u>
	c. Facility Compliance	<u>35</u>
	d. Small Quantity Generator	<u>107</u>
5.	Enforcement	
	a. Complaints Received/Closed	<u>55/94</u>
	b. Warning Notice Issued/Closed	<u>11/ 6</u>
	c. Compliance Letters	<u>76</u>
	d. Letters of Agreement	<u>0</u>
	e. DEP Referrals	<u>0</u>
6.	Pamphlets, Rules and Material Distrib.	<u>386</u>

C. Underground Storage Tank - Cleanup Department

1.	Inspections:	<u>5</u>
	a. Investigation	<u>5</u>
	b. SUPER Act	<u>0</u>
2.	Reports Received/Reviewed	<u>39/23</u>
	a. Contamination Assessment (CARs)	<u>5/2</u>
	b. Initial Remedial Action (IRA)	<u>0/0</u>
	c. Remedial Action Plans (RAPs)	<u>1/2</u>
	d. Site Rehabilitation Completion (SRCs)	<u>1/1</u>
	e. Others	<u>32/18</u>

3.	Reimbursement Applications	
	a. Received	<u>0</u>
	b. Reviewed	<u>68</u>
4.	State Cleanup Site Activities	
	a. Active Sites	<u>5</u>
	b. Funds Disbursed	<u>\$33,959.44</u>

D. Underground Storage Tank Compliance Department

1.	Inspections	
	a. UST Compliance	<u>55</u>
	b. AST Compliance	<u>70</u>
	c. UST Installation	<u>17</u>
	d. AST Installation	<u>8</u>
	e. UST Closure	<u>13</u>
	f. AST Closure	<u>1</u>
	g. *Other Inspections	<u>52</u>

* Note, "others inspections" include: reinspections, additional installation visits, and unregulated site inspections.

2.	Installation Plans Reviewed	<u>15</u>
3.	Closure Plans & Reports Received/Reviewed	<u>20/28</u>
	a. Closure Plans Received/Reviewed	<u>10/10</u>
	b. Closure Reports Received/Reviewed	<u>8/ 17</u>
4.	Enforcement	
	a. Noncompliance Letters	<u>46</u>
	b. Warning Notices (issued/closed)	<u>2/3</u>
	c. Cases referred for Enforcement	<u>0</u>
	d. Complaints received/investigated	<u>1/1</u>
	e. Complaints referred	<u>0</u>
	f. Cases Referred to DEP	<u>0</u>
5.	FPLIRP Checklists Completed	<u>7</u>
6.	Cleanup Notification Letters Issued	<u>5</u>
7.	Public Assistance	<u>200+</u>

E. Record Reviews 74

F. Public Information Projects 1
Presentation to Lee Elementary students on recycling

**ACTIVITIES REPORT
WATER MANAGEMENT DIVISION**

SEPTEMBER, 1997

A. ENFORCEMENT

1.	New Enforcement Cases Received:	3
2.	Enforcement Cases Closed:	2
3.	Enforcement Cases Outstanding:	25
4.	Enforcement Documents Issued:	2
5.	Warning Notices:	5
	a. Issued:	4
	b. Resolved:	1
6.	Recovered costs to the General Fund:	\$1,180.38
7.	Contributions to the Pollution Recovery Fund:	\$8,175.00

<u>Case Name</u>	<u>Violation</u>	<u>Amount</u>
a. Eastwood Estates MHP	Improper operation & maintenance	\$ 200.00
b. Town & Country MHP	Unpermitted discharges & failure to meet effluent limits	\$1,000.00
c. Alafia Riverfront MHP	Leaching	\$ 625.00
d. Crawford's 3B's MHP	Intentional effluent discharges	\$6,000.00
e. Croft's MHP	Improper operation & maintenance	\$ 200.00
f. Magnolia Center	Construction of C/S w/o permit	\$ 150.00

B. PERMITTING - DOMESTIC

1.	Permit Applications Received:	26
	a. Facility Permit:	3
	(i) Types I and II	0
	(ii) Type III	3
	b. Collection Systems-General:	10
	c. Collection Systems-Dry Line/Wet Line:	13
	d. Residuals Disposal:	0
2.	Permit Applications Approved:	19
	a. Facility Permit:	2
	b. Collection Systems-General:	12
	c. Collection Systems-Dry Line/Wet Line:	5
	d. Residuals Disposal:	0
3.	Permit Applications Recommended for Disapproval:	1
	a. Facility Permit:	1
	b. Collection Systems-General:	0
	c. Collection Systems-Dry Line/Wet Line:	0
	d. Residuals Disposal:	0
4.	Permit Applications (Non-Delegated) Recommended for Approval:	0
5.	Permits Withdrawn:	0

6. Permit Applications Outstanding:	51
a. Facility Permit:	<u>37</u>
b. Collection Systems-General:	<u>3</u>
c. Collection Systems-Dry Line/Wet Line:	<u>11</u>
d. Residuals Disposal:	<u>0</u>
C. INSPECTIONS - DOMESTIC	69
1. Compliance Evaluation:	15
a. Inspection (CEI):	<u>0</u>
b. Sampling inspection (CSI):	<u>10</u>
c. Toxics Sampling Inspection (XSI):	<u>0</u>
d. Performance Audit Inspection (PAI):	<u>5</u>
2. Reconnaissance:	39
a. Inspection (RI):	<u>25</u>
b. Sample Inspection (SRI):	<u>0</u>
c. Complaint Inspection (CRI):	<u>12</u>
d. Enforcement Inspection (ERI):	<u>2</u>
3. Special:	15
a. Diagnostic Inspection (DI):	<u>0</u>
b. Residual Site Inspection (RSI):	<u>0</u>
c. Preconstruction Inspection (PCI):	<u>1</u>
d. Post Construction Inspection (XCI):	<u>14</u>
D. PERMITTING - INDUSTRIAL	
1. Permit Applications Received:	1
a. Facility Permit:	<u>1</u>
(i) Types I and II	<u>0</u>
(ii) Type III with groundwater monitoring	<u>1</u>
(iii) Type III w/o groundwater monitoring	<u>0</u>
b. General Permit:	<u>0</u>
c. Preliminary Design Report:	0
(i) Types I and II	<u>0</u>
(ii) Type III with groundwater monitoring	<u>0</u>
(iii) Type III w/o groundwater monitoring	<u>0</u>
2. Permits Recommended to DEP for Approval:	<u>2</u>
3. Permit Applications Outstanding:	33
a. Facility Permits:	<u>29</u>
b. General Permits:	<u>4</u>
E. INSPECTIONS - INDUSTRIAL	15
1. Compliance Evaluation:	8
a. Inspection (CEI):	<u>8</u>
b. Sampling Inspection (CSI):	<u>0</u>
c. Toxics Sampling Inspection (XSI):	<u>0</u>
d. Performance Audit Inspection (PAI):	<u>0</u>

2. Reconnaissance:	<u>7</u>
a. Inspection (RI):	<u>3</u>
b. Sample inspection (SRI):	<u>0</u>
c. Complaint Inspection (CRI):	<u>4</u>
F. CITIZEN COMPLAINTS	
1. Domestic: <u>31</u>	
a. Received:	<u>16</u>
b. Closed:	<u>15</u>
2. Industrial:	<u>3</u>
a. Received:	<u>2</u>
b. Closed:	<u>1</u>
3. Water Pollution:	<u>15</u>
a. Received:	<u>7</u>
b. Closed:	<u>8</u>
G. RECORD REVIEWS	
1. Permitting:	<u>4</u>
2. Enforcement:	<u>0</u>
H. ENVIRONMENTAL SAMPLES ANALYSED FOR:	
1. Air Division:	<u>62</u>
2. Waste Division:	<u>0</u>
3. Water Division:	<u>196</u>
4. Wetlands Division:	<u>2</u>
I. SPECIAL PROJECT REVIEWS	
1. DRI's:	<u>2</u>
2. Permitting:	<u>0</u>
3. Enforcement:	<u>3</u>
4. Other:	<u>1</u>
J. WATER QUALITY MONITORING SPECIAL PROJECTS	
1. Data Review	<u>3</u>
2. Special Sampling	<u>5</u>
3. Biomonitoring/Toxicity Reviews (DW)	<u>0</u>
4. Biomonitoring/Toxicity Reviews (IW)	<u>0</u>
5. Other	<u>2</u>
K. TAMPA PORT AUTHORITY/DEP DREDGE & FILL	<u>14</u>

LEGAL DEPARTMENT MONTHLY REPORT

October 7, 1997

A. ADMINISTRATIVE CASES

NEW CASES [1]

EXISTING CASES [10]

Marks: Appealed EPC citation for wetland destruction; settlement negotiations reached impasse. Authority to take appropriate legal action granted in 1995 (*see, Marks - litigation cases*).

Truck Parts of Tampa: EPC cited the owner, California Properties, Inc., and lessee, Truck Parts, Inc., for violations including the discharge of acid and hydraulic fluid, and the accumulation of solid waste. The owner of the property appealed the citation and asserted that he is unable to gain access to the property. The lessee did not appeal. Authority to take legal action granted (*see, Truck Parts - litigation cases*).

EPC v. DEP: (Florida Power & Light, Orimulsion conversion project.) Objected to FDEP's proposed permit upon Florida Power & Light's failure to provide the required assurances that environmental criteria will be met. The EPC, Executive Director, stipulated that EPC's objections will be withdrawn if certain conditions were added to the permit. The Hearing Officer recommended that the conversion project be permitted subject to conditions, including those agreed to in our stipulation. The Governor and Cabinet, sitting as the Power Plant Siting Board, entered an order denying the power plant certification. FP&L appealed the Siting Board's decision to the First District Court of Appeal which vacated and remanded with instructions. On September 9, the Siting Board remanded the case back to the Hearing Officer. FDEP Secretary Wetherell continues to withhold her decision as to the separate PSD (air) permit pending the completion of the certification process.

FIBA/Bridge Realty: EPC issued a citation to the owner, Bridge Realty, and former tenant, FIBA Corp., for various unlawful waste management practices, and ordered that a contamination assessment must be conducted, a report submitted and contaminated material appropriately handled. Bridge Realty and FIBA appealed. Bridge Realty initiated a limited assessment, and provided staff with a copy of the report. Staff has reviewed the report and requested additional information.

Tampa Scrap Processors, Inc.: Appealed EPC citation for violations relating to the management of solid waste, used oil and hazardous waste. Based on discussions between staff and respondent during Feb. '97, respondent was proceeding with a contamination assessment of the site, to provide a report of their findings so that settlement might be achieved. We have now been advised that the assessment has not taken place as expected. We are in the process of referring this matter to a hearing officer and will proceed with the appeal against the likelihood of settlement.

Metro Recycling & Disposal, Inc. Et al.: Appealed EPC citation for operating a Materials Recovery Facility without the proper permits. FDEP confirmed the permit requirement under their rules. Anticipating FDEP's denial of the permit, we obtained authority to take appropriate legal action (*see, Metro-litigation case*).

Martin Brothers: In the several related cases, the trial scheduled for February 97 in Hillsborough County was continued, and KBH has appealed the Pinellas Court's decision to not assume exclusive jurisdiction over the subject]. EPC is pursuing enforcement of the 1988 Memorandum of Agreement between Pinellas County, KBH, Hillsborough County, EPC and the Martins. Mediation began on June 6 during which several options were discussed. Mediation scheduled for August 22, was canceled and is to be rescheduled.

RLN Corporation: Appealed EPC citation directing that two underground storage tanks be upgraded or properly closed. The tanks have now been removed and properly closed. Staff met with respondent in an effort to resolve the penalty amount issue. Respondent has provided, and EPC staff is reviewing, financial information as part of the request to reduce or waive civil penalties.

672 Recovery, Inc.: Under 84-446, Laws of Florida, respondent appealed EPC citation for unauthorized burning and waste disposal problems. The facility has implemented some corrections and has provided a plan for avoiding and handling similar situations in the future. Staff is continuing to monitor the facility. The applicant has also requested a formal hearing under Florida Statutes, Chapter 120, regarding FDEP's issuance of their intent to deny a permit necessary for the facility's continued operation. If requested, EPC staff will assist in supporting FDEP's permit denial.

Gulf Coast Recycling, Inc.: EPC Air Division, under delegation from FDEP, has issued an intent to deny application for modifications to a lead recycling facility. The denial is based on a failure to demonstrate that the proposed modifications and controls represent the required level of control technology. The permit applicant has petitioned for a formal hearing under Chapter 120, Florida Statutes. Pursuant to our delegation agreement with FDEP, this matter has been referred to the State Dept. of Administrative Hearings for processing. Applicant, in anticipation of a settlement, has moved for an extension of time in which to set a formal hearing on this matter.

RESOLVED CASES [1]

Southeast Oil and Development Corporation: Homeowners concerned about odors requested mediation regarding EPC's Intent to Issue Title V Air Operation Permit to Southeast Oil and Development Corporation. The permit in question is for a fiberglass lay-up and abrasive blasting facility in Thonotosassa. The applicant did not agree to mediation and the matter is therefore being treated as a request for a hearing. Pursuant to our delegation agreement with FDEP, this was referred to DOAH for processing. The final hearing was completed on May 20; all parties submitted proposed recommended orders. The Administrative Law Judge (ALJ), agreeing with EPC's position, submitted his recommended order to FDEP. Secretary Wetherall issued the Final Order adopting the ALJ's recommendations.

B. LITIGATION CASES

NEW CASES [0]

EXISTING CASES [13]

Hughes Hard Chrome, Inc.: Authority granted in 1993 regarding water violations. The company, which signed a consent order, is now out of business on the affected site. Staff has obtained approval to use Pollution Recovery Funds to conduct a Preliminary Contamination Assessment, to be recovered through litigation. Suit has been filed and process served on four of five defendants. We have been unable to date to obtain service on record title owner. Discovery as to existence and whereabouts of the record title owner is needed and is being pursued. Defendants' Gates Motion to Dismiss has been denied and defendant ordered to answer EPC's complaint.

Holley, Raymond, et al.: Suit filed against owners to compel proper closure for improperly abandoned Underground Storage Tank, and seeking civil penalties and costs. Default entered; Defendants filed bankruptcy. Property has been auctioned to a third party purchaser who has not yet followed through with the purchase and bankruptcy estate has not taken action to abandon the property.

Marks: Authority granted to take appropriate legal action for restoration of wetlands disturbed by the Mark's activities, penalties and costs. Suit filed and service of process has been waived by one defendant. Awaiting service of process on co-owner who is now believed to have left the state. Discussions with Defendant's counsel continue while awaiting formal answer to EPC's complaint.

Balm Grocery: Received authority in 1995 to proceed against owners/operators for improperly abandoning underground storage tanks, and for operational problems with 3 active tank systems. The new facility operator was notified that the facility must be brought into compliance; the abandoned tanks appear to be on County property. The County was advised of existing cleanup programs for which the site may be eligible, but in a December meeting, indicated that the **right-of-way** may have been vacated. The issue of abandoned tanks on the County's right of way has been separated from the operational violations, and suit has been filed against the current facility owners and operators for correction - awaiting service of process.

Causeway Station: Authority granted 10/95, to compel upgrades or closure of underground storage tanks (UST), to enforce operating requirements, and to recover penalties and costs. Removal of the five previously existing UST's and required closure assessment has been completed. In addition, the stockpiled contaminated soils have been removed from the site and properly disposed. Respondent is reviewing a proposed settlement agreement to address the payment of penalty and costs.

Moore Properties of Tampa, Inc.: Suit filed to compel proper closure and removal of abandoned underground storage tanks, recover penalties and costs. Default entered. In a separate action by a judgment creditor, a receiver was appointed who is authorized to investigate and bring site into compliance. EPC moved to consolidate the two cases. Staff, working with the receiver has established terms using available funds to achieve compliance, and a Settlement Agreement has been produced, to be entered into upon the Courts approval..

Truck Parts of Tampa: Authority granted in 1995. Suit filed against multiple defendants to abate pollution, obtain soil and groundwater assessment, soil and waste tire cleanup, proper disposal, proper management of incoming wastes, costs, and applicable penalties. Proceeding with discovery.

GATX Terminals Corp.: [In a related case, settlement entered pertaining to other environmental issues requiring penalties and costs.] Authority granted 4/96 to compel compliance with standards pertaining to construction and operation of two above ground storage tanks. Staff provided notice to the Port Authority, as requested. GATX has submitted, and EPC staff has completed their review of an application for FDEP approval of an "Alternate Procedure" which they claim would provide the required environmental protection. EPC comments have been forwarded to FDEP.

Optimum Petroleum v. Emad Qasem, EPC, et al.: In pursuing foreclosure of a construction lien on a UST facility, Plaintiff named EPC as a Defendant because of our recorded judgment. EPC answered the complaint asserting the priority of our judgment lien. EPC has proposed settlement and has provided Plaintiff with a draft agreement. Discussions continue as to most expedient process.

Slusmeyer: Defendant has failed to comply with a prior judgment and injunction requiring proper closure of underground storage tanks. Discovery is proceeding so that injunctive relief might be pursued.

Larrett Mobile Home Park/Mathis: Filed complaint against owner of Mobile Home Park Wastewater Treatment System for breach of Settlement Agreement, seeking payment of penalties. Defendant cannot be located; service by publication was not acceptable to the court in this situation and final judgment per EPC motion was not granted. Attempts to locate and serve defendant continue.

Kings Food Mart: Authority granted 9/96 to compel an assessment of extent of reported contamination at a retail gasoline facility and compliance with regulations relating to leak detection of existing the Underground Storage Tank system. Complaint is being drafted.

Metro Recycling, Inc. : Authority granted 11/96 and EPC notified Metro of forthcoming litigation. Metro submitted a new DEP permit application. EPC provided DEP and Metro with comments and recommendations. Although DEP has issued a permit for this facility, EPC withheld the Director's Authorization. Metro and EPC staff have met regarding the assessment of a reasonable penalty but no agreement has been reached. EPC is preparing to file suit.

RESOLVED CASES [3]

FDOT v. Profundo, Inc., EPC, et al.; and, FDOT v. Tournament Players Association at Cheval, EPC, et al.:

These are two of the petitions in eminent domain filed in connection with the Suncoast Parkway Project. EPC is named as a defendant in order to determine what compensable interest, if any, we might claim as arising from Mitigation Agreements entered into between EPC and the landowner. Investigation by EPC staff reflects that any proposed impacts to the subject mitigation sites will be compensated for as part of FDOT mitigation. EPC Disclaimers of Interest have been filed with the Clerk of the Court, reserving EPC's environmental regulatory jurisdiction.

FDOT v. TPC Cheval Community Development DST., EPC, et al.: Petition in eminent domain filed in connection with the Suncoast Parkway Project. EPC is named as a defendant in order to determine what compensable interest, if any, we might claim as arising from Mitigation Agreements entered into between EPC and the landowner. Investigation by EPC staff reflects that any proposed impacts to the subject mitigation sites will be compensated for as part of FDOT mitigation. Disclaimer of Interest has been filed with the Clerk of the Court, reserving EPC's environmental regulatory jurisdiction.

COMMISSION

DOTTIE BERGER
JOE CHILLURA
CHRIS HART
JIM NORMAN
JAN PLATT
THOMAS SCOTT
ED TURANCHIK



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WASTE MANAGEMENT DIVISION
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WETLANDS MANAGEMENT DIVISION
TELEPHONE (813) 272-7104

EXECUTIVE DIRECTOR

ROGER P. STEWART

OCTOBER 08, 1997

ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
POLLUTION RECOVERY TRUST FUND

Fund Balance October 08, 1997

\$758,586

Encumbrances Against Fund Balance:

Cypress Head Swamp	10,057
Carmichael Dump	30,000
Wetland Surveys	1,781
Lake Chapman Sea.	4,000
Seagrass Study/Sheriff	22,876
HCC/USF	90
Art. Reef FY97	13,000
Art. Reef FY98	94,251
Clayton Lake	33,946
Mosi Restoration	55,500
Oakview Utilities	75,000
Riverview Civic Center	40,000
Thalassea Study	56,000

Total of Encumbrances

402,255

Fund Balance Available October 08, 1997

\$356,331



COMMISSION

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ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
ANALYSIS OF GARDINIER SETTLEMENT TRUST FUND
AS OF OCTOBER 08, 1997

Fund Balance as of 10/01/96	\$1,349,724
Interest Accrued FY97	73,501
Disbursements FY97	(19,758)
 Fund Balance	 \$1,403,467

Encumbrances Against Fund Balance:

Alafia River, Add. (SWIM/DEP)	8,948	
McKay Bay Restoration (COT)	50,000	
Cockroach Bay Exotic Con. (HCC)	8,618	
Hillsborough School /Nurserys	8,167	
Alafia River/Wolf Branch	300,000	
Ballast Point Seawall Phase II	25,000	
Audubon Society Riverview CC	50,000	
Oakview Utilities	50,000	
Port Redwing	300,000	
Davis Tract	200,000	
 Total of Encumbrances		 1,000,733

Fund Balance Available October 08, 1997	\$	402,734
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CONTRACT

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION, whose address is 1900 9th Avenue, Tampa, Florida 33605 (hereinafter referred to as the "Contractor"), a county government, to provide petroleum contamination site cleanup related services in Hillsborough County.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to perform local government petroleum contamination site cleanup program services as described in Attachment A, Scope of Services, attached hereto and made a part hereof. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. Services under this Contract shall be authorized as follows:
 - A. Category I - Management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management: Category I services shall be requested and authorized by the Department on an "as needed" basis utilizing the Task Assignment Notification Form and the Task Assignment Change Order Form, provided as Attachments B1 and C1 respectively.
 - B. Category II - Reimbursement of Petroleum Contamination Cleanup Subcontractors under the State cleanup portion of the Program: Category II services shall be authorized upon execution of this Contract. Cleanup services shall be provided by subcontractors only, provided that:
 - 1) Category II services shall be requested and authorized by the Department on an "as needed" basis utilizing the Task Assignment Notification Form and the Task Assignment Change Order Form, Attachments B2 and C2, respectively.
 - 2) Cleanup services shall be provided by subcontractors of the Contractor only, except that:
 - a. the Contractor may provide for disposal of cleanup derived waste generated by subcontractors at Contractor-owned facilities such as county landfills and wastewater treatment plants, if appropriate;
 - b. the Contractor may be reimbursed for such disposal at standard fee amounts; and,
 - c. the Contractor shall not be reimbursed for any other cleanup services provided directly by the Contractor.
3. Based on the possibility of the Department receiving federal funding from the U.S. Environmental Protection Agency (EPA) Leaking Underground Storage Tank Trust Fund for the cleanup of non-program petroleum contaminated sites, it is hereby agreed that in the event such funding is received and the EPA agrees that such funding may be passed through to and administered by the Contractor for cleanup of non-program sites by County cleanup subcontractors, the parties hereto may agree to amend the terms of this

Contract to include provisions necessary to allow the Contractor to properly administer the federal funds. In the event the EPA does not agree to the Contractor's administration of such funding, or the parties hereto are unable to agree on amendments to this Contract which are necessary to enable the Contractor to administer the funding and cleanup of non-program sites, then the Department reserves the right, upon 10 days notice to the Contractor, to directly manage and contract for cleanup of any non-program sites, including those sites which may have been assigned, through a task assignment notification, to the Contractor.

4. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.
5. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
6. The Contractor shall be responsible for obtaining all applicable local, state and federal permits.
7. This Contract shall begin upon execution by both parties or October 1, 1997, whichever date is later, and shall remain in effect until September 30, 2001, inclusive. This Contract may be renewed for an additional term not to exceed the original Contract period. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.
8. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fixed price/cost reimbursement basis as follows:

A. Category I - Management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management:

For Category I services, the contractor shall be paid on a fixed price basis. The fixed price is based on the level of effort measured in personnel required to manage Preapproval/Non Program/Voluntary Cleanup and State Cleanup Sites. The number and level of personnel, cost of personnel and overhead are based on the Contractors actual cost and the total number of sites the Contractor manages. Consideration in terms of personnel time is also given for specific technical and administrative activities on a task by task basis. Solely for purposes of this Contract a "Site" is defined as any Petroleum Cleanup site requiring a report review or a preapproval workorder, in accordance with the requirements and provisions of Chapter 62-770, F.A.C, Chapter 62-771, F.A.C., and Sections 376.3071 through 376.3073, F.S.

B. Category II - Reimbursement of Petroleum Contamination Cleanup Subcontractors under the State Cleanup portion of the Program.(Attachment A - Category II):

For Category II services the Contractor shall be paid on a cost reimbursement basis for actual expenses incurred by authorized cleanup subcontractors. Only subcontractor provided cleanup services shall be compensated in this category; other expenses incurred directly by the Contractor or its employees are included in Category I. The ceiling amount under this Contract for Category II shall not exceed \$1,000,000. However, the Department reserves the right to increase the ceiling amount of Category II, as needed, to meet the needs of the program, and to provide for the renewal period.

9. Funding under this Contract shall be as follows:

For Category I, the Department shall encumber funding upon the execution of a Task Assignment Notification Form or a Task Assignment Change Order.

For Category II, an initial funding increment is hereby authorized in the amount of \$300,000. Based upon continued satisfactory performance and annual appropriations by the Legislature, the Department reserves the right to provide additional increments of funding for Category II on an "as needed" basis up to \$1,000,000. The Contractor shall be notified, by certified letter from the Chief, Bureau of Petroleum Storage Systems, of additional Category II funding increments. In no event shall the Contractor continue to perform services under Category II once the authorized funding increment amount is reached; nor shall the Contractor commence work on any part of the project under Category II that will exceed the balance of the current authorized funding level until notice is received by the Contractor of an increase in funding. It is the Contractor's responsibility to know when the authorized funding level for Category II is reached.

10. The following applies to Category II funding only:

In accordance with Section 376.3073(3), F.S., and upon receipt of approval from the State Comptroller of a waiver of the provisions of Section 216.181(14)(b), F.S., the Department, upon written request from the Contractor, shall provide advances of working capital, based upon estimated ninety-day cash needs, to pay a cleanup subcontractor(s) to be retained by the Contractor. The initial written request shall be submitted to the Department thirty (30) days prior to execution of the subcontract with its cleanup subcontractor(s). Upon receipt of the advance(s), the Contractor shall deposit the funds in a separate interest-bearing account. A separate fund shall be established exclusively for advances under this Contract. Status reports shall be submitted in conjunction with invoices as scheduled in paragraph 14, and shall identify project costs to date, deposits and withdrawals made, interest accrued, and the account fund balance. The first report shall identify the date and amount of the initial deposit, the account number, and the financial institution in which the account is located. For return of interest to the Department, the Contractor shall elect option A or B below. The return of interest option must be made with submittal of the first Category II invoice, and the selected option shall be required to continue for the term of the Contract.

- A. Interest accrued will be deducted from subsequent advanced working capital requests, and the same amount otherwise representing interest earned shall then be available as working capital for use by the Contractor for the purposes of this Contract; or,
- B. Contractor will submit a check to the Department for all interest earned in the account on a quarterly basis.

Unused funds, and interest accrued on any unused portion of advanced funds which has not been remitted to the Department under one of the two above options, shall be returned to the Department within sixty (60) days of Contract completion. The Contractor shall not expend any interest earned on the advanced funds provided by this Contract (the exercise of option 1 above shall not be a violation of this provision).

The parties hereto acknowledge that the State Comptroller may identify additional requirements which must be met in order for advance payment to be authorized. If additional requirements are imposed by the State Comptroller, the Contractor shall be notified, in writing, by the Department's Contract Manager regarding the additional requirements. Prior to releasing any advanced funds, the Contractor shall be required to provide a written acknowledgement to the Department's Contract Manager of the Contractor's acceptance of the terms imposed by the State Comptroller for release of the funds.

11. Payment terms shall be as follows:

- A. Invoices shall be submitted to the Department on a convenient basis, but not more frequently than monthly, and not less frequently than quarterly. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All travel and incidental expenses for the Contractor are included in the Category I rates in Attachment D, and no additional Contractor travel expenses shall be authorized. Subcontractor travel expenses shall be reimbursed in accordance with subparagraph D below.

- B. For Category I services, invoices may be submitted monthly for 1/12th of the services authorized on the Task Assignment Notification Form. The final annual invoice or 1/12th of the total tasked amount for the year may be withheld pending satisfactory performance under this Contract.

It is understood and agreed that the fixed price portion of DEP Contracts GC215 and GC379 contained annual charges for review of site applications which were calculated in advance in anticipation of those services continuing for the period calculated without modification of the cost basis. However, because the prepaid time periods for certain sites may extend into the term of this Contract, it is understood and agreed that this Contract does not consider the sites identified on Attachment E as part of this Contract. Therefore, it is understood and agreed that the Department shall not be invoiced by the Contractor for Category I services for tasks and sites as indicated on Attachment E, attached hereto and made a part of the Contract.

- C. For Category II services, invoices shall be submitted for reimbursement of subcontractor expenses in accordance with subparagraph D below. Status reports shall be submitted identifying each project by name, the estimated project cost, and actual expenditures to date. The Department, upon written request from the Contractor, shall provide advances of working capital, in accordance with paragraph 10, to reimburse cleanup subcontractor(s) to be retained by the Contractor.
- D. Invoices for reimbursement of fixed price subcontractor services must be accompanied by copies of paid subcontractor invoices. The cost of fixed price subcontractor services shall include all travel expenses, and no additional subcontractor travel expenses shall be authorized for those services.

For reimbursement of cost-reimbursement subcontracts, the State Comptroller requires detailed supporting documentation of all costs. In accordance with Comptroller's Memorandum No. 10, issued December 18, 1991 (attached hereto and made a part hereof as Attachment F), the Contractor shall comply with the minimum requirements set forth therein. Therefore, Category II invoices shall be accompanied by supporting documentation and other requirements as follows:

- 1) Contractor Expenses - Except as provided under paragraph 2 below, the Contractor shall not be reimbursed for any expenses incurred directly by the Contractor or its employees under the cost reimbursement provisions of Category II. All direct Contractor costs are included in the rates provided in Category I.
- 2) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that which would be required from the Contractor if the Contractor's direct expenses were included for cost reimbursement (see paragraph 1 above). Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within 30 days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Invoices for reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

Other Subcontractor expenses shall be documented as follows:

- a. Travel - Travel expenses and per diem must be documented by a State of Florida Travel Voucher with appropriate receipts. Reimbursement will be made in accordance with Section 112.061, Florida Statutes.
 - b. Equipment - (Capital outlay over \$500 in value) - Reimbursement for the purchase of equipment is limited to those items identified in the Remedial Action Plan (RAP) or RAP Modification. Include copies of invoices or receipts to document purchases, and a completed Property Reporting Form (Attachment G).
 - c. Rental/Lease of Equipment - Include copies of invoices or receipts to document charges.
 - d. Other Expenses - e.g., Materials, supplies, phone, reproduction, mailing, must be documented by itemizing and including copies of receipts or invoices.
- E. Invoices will not be approved for payment unless information contained in the status report is accurately reflected in the Petroleum Contamination Tracking System (PCTS). Also, requests for reimbursement of non-expendable equipment costing \$500 or more will not be approved for payment unless the invoice for said equipment is accompanied by a properly completed Property Reporting Form (Attachment G).
- F. Six (6) copies of each invoice, including backup documentation, shall be submitted to:
- Department of Environmental Protection
Bureau of Petroleum Storage Systems, MS#4575
Attn: Accountant
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
- G. A final invoice must be submitted to the Department no later than thirty (30) days following the completion date of each Task Assignment or Task Assignment Change Order, to assure the availability of funds for payment.
- H. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- I. Pursuant to Section 215.422, Florida Statutes, the Department's Project Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Banking and Finance within twenty (20) days; and the Department of Banking and Finance is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Banking and Finance who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/488-2924 or 1-800-848-3792.
- J. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. The interest rate established pursuant to Section 55.03(1), by Comptroller's Memorandum No. 3 (1996-97) dated

December 1, 1996, has been set at 10.0% per annum or .02740% per day. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The revised interest rate for each calendar year beyond 1997 for which the term of this Contract is in effect can be obtained by calling the Department of Banking and Finance, Vendor Ombudsman at the telephone number provided above, or the Department's Contracts Section at (850) 922-5942.

12. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports and other services.
13. The Contractor and its subcontractors are responsible for ensuring that all petroleum contamination site cleanup work within its jurisdiction is addressed by an appropriate comprehensive Quality Assurance (QA) Plan approved by the Department's Quality Assurance Section.
14. The Contractor shall submit monthly reports and deliverables as follows:
 - A. A report indicating the status of each petroleum site based on the following criterion:
 - 1) Number of sites that became active within the past month
 - 2) Number of sites with an active work order
 - 3) Number of sites with contractor proposal received within the past two weeks
 - 4) Number of sites with proposal in active negotiations
 - 5) Number of sites with inactivity by Local Program site manager (the site manager should be performing a task but has failed to act)
 - 6) Number of sites with inactivity by designated Contractor (the contractor should be performing a task but has failed to act)
 - 7) Number of sites in non program/voluntary cleanup status
 - 8) Number of sites actively being handled by DEP under Petroleum Cleanup Participation Program, Petroleum Advance Cleanup, Pay For Performance Program, State Cleanup, and the Preapproval Program.
 - 9) Number of sites that received No Further Action Status, No Further Action With Conditions Agreement, or a Site Rehabilitation's Completion Order
 - B. A status report for Category II detailing all activities conducted for this Contract, including: the name and status of each site where field activities took place; a list of reports reviewed and the site with which they are associated; a list of sites where file Quality Assurance(QA) has been completed; all data entry into Petroleum Cleanup Tracking System (PCT); and for state cleanup sites, final task spreadsheets detailing negotiated hours and costs, a disk containing updates to the Super Act Program And Site Management (SPASM) database and, when appropriate, property reporting form (Attachment G).
 - C. The Contractor shall submit copies of all technical reports (Contamination Assessment Reports (CARs), Remedial Action Plans (RAPs), Site Rehabilitation Reports (SRCRs, and any other technical reports generated.)), and all correspondence, such as letters, memos, and notes to the Department, and shall retain copies in its office for audit purposes.
 - D. Documentation, in the form of required status reports, must be in detail sufficient for preaudit and postaudit review and approval of invoices.
15. All services performed by the Contractor shall be in accordance with applicable statutes, rules, and written Department guidance. Guidance documents shall be supplied by the Department on a timely basis.

16. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
17. The Department's Contracts Administrator may terminate this Contract for the Department's convenience by giving thirty (30) calendar days written notice to the Contractor. Said notice shall be sufficient if delivered personally or by certified mail to the address contained herein. In case of such termination, the Contractor shall be compensated for work satisfactorily completed and irrevocable commitments made.
18. Any and all notices shall be delivered to the parties at the following addresses:

<u>Contractor</u>	<u>Department</u>
<p>Hillsborough County Environmental Protection Commission Attn: Hooshang Boostani 1900 9th Avenue Tampa, Florida 33605</p>	<p>Department of Environmental Protection Bureau of Petroleum Storage Systems Attn: Hamp Pridgen, MS#4535 2600 Blair Stone Road Tallahassee, FL 32399-2400</p>

19. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
20. All records in conjunction with this Contract shall be public record and shall be treated in the same manner as other public records are under general law. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract.
21. This Contract may be terminated by the Department at any time for failure of the Contractor to perform in accordance with the terms and conditions contained herein.
22. The Department's Project Manager is Mr. Hamp Pridgen, Phone (850)488-3935. The Contractor's Project Manager is Mr. Hooshang Boostani, Phone (813)272-5788. All matters shall be directed to the Project Managers for appropriate action or disposition.
23. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require an appropriate adjustment and modification (formal amendment, Task Assignment Notification Form or Task Assignment Change Order, whichever the Department deems appropriate) to this Contract.
24. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
25. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

26. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
27. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for three years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Contractor shall maintain an accurate and current account of any and all funds and any and all costs incurred under this Contract. Any funds received and not expended in a particular year shall be allocated for use by the petroleum contamination site cleanup program during subsequent years of this Contract.
28. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
29. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
30. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
31. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
32. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
33. The Contractor shall not subcontract, assign, or transfer any work under this Contract without the prior written consent of the Department's Project Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all moneys due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
34. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

In addition to the above, the Contractor shall require that all cleanup subcontractors comply with the following minimum requirements, and shall include these clauses in any subcontractor agreement:

- A. The subcontractor shall maintain comprehensive general liability and comprehensive automobile liability insurance with minimum limits of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate, as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from performance of work under the program, designating the Contractor, the Department, and the State of Florida as an additional insured.
 - B. The subcontractor shall maintain professional liability insurance with minimum limits of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
 - C. The subcontractor shall save and hold harmless and indemnify the Contractor and the State of Florida against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from the negligent acts of the subcontractor, or any of the employees, agents or representatives of the subcontractor to the extent allowed by law.
35. The purchase of non-expendable equipment costing \$500 or more purchased for purposes of this Contract remains the property of the Department. The Contractor's Project Manager shall complete and sign a Property Reporting Form, provided as Attachment G, and forward it with the appropriate invoice through the Department's Project Manager to the Department's Property Management Office.
- A. The Contractor shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Contractor is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
 - C. When the equipment is no longer needed, the Contractor will return all non-expendable personal property or equipment purchased under the terms of this Contract to the Department.
 - D. If, however, the Contractor desires to purchase the equipment when no longer needed, the Department may, at its discretion and subject to approval of the Department's Surplus Property Review Board, and in compliance with federal regulations, if applicable, elect to sell the equipment to the Contractor for its fair market value as of the date of title transfer.
 - E. The Contractor is responsible for any loss, damage, or theft of non-expendable personal property or equipment purchased with state funds and held for use in a contractual arrangement with the Department.
36. In accordance with Section 216.347, Florida Statutes, the Contractor is hereby prohibited from using funds provided by this Contract for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
37. In accordance with Section 216.349, Florida Statutes (financial review of grants and aids appropriations), the Contractor shall provide to the Department an audit of this Contract in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes. The Department reserves the right to recover costs for failure to comply with Section 216.349, Florida Statutes.

Copies of the required audit shall be sent to each of the following within thirteen (13) months after the completion of each of the Contractor's fiscal years in which funding is provided under this Contract.

Hamp Pridgen
Department of Environmental Protection
Bureau of Petroleum Storage Systems, MS#4535
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Chief Internal Auditor, MS#40
Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Audit Manager
Office of the Auditor General
P.O. Box 1735
Tallahassee, Florida 32302

To ensure compliance with Section 216.349, Florida Statutes, Chapter 10.600, Rules of the Auditor General is provided as Attachment H.

38. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.
39. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

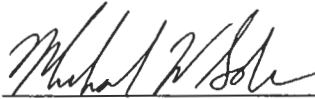
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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

HILLSBOROUGH COUNTY
ENVIRONMENTAL PROTECTION
COMMISSION

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Title:



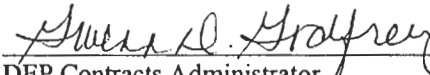
Chief, Bureau Of Petroleum Storage
Systems

Date

9/23/97

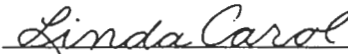
Date

FEID NO. 59-6000661



DEP Contracts Administrator

APPROVED as to form and legality:



DEP Assistant General Counsel

List of attachments/exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description
Attachment	A	Scope of Services (2 Pages)
Attachment	B1	Task Assignment Notification Form (1 Page)
Attachment	B2	Task Assignment Notification Form (1 Page)
Attachment	C1	Task Assignment Change Order (1 Page)
Attachment	C2	Task Assignment Change Order (1 Page)
Attachment	D	Schedule of Rates (1 Page)
Attachment	E	List of Pre-Charged Sites (4 Pages)
Attachment	F	Comptroller's Memorandum No. 10 (2 pages)
Attachment	G	Property Reporting Form (1 page)
Attachment	H	Chapter 10.600, Rules of the Auditor General (5 pages)
Attachment	I	Performance Criteria (2 pages)

ATTACHMENT A

SCOPE OF SERVICES

Category I

1. The Contractor is to perform all necessary activities to bring a petroleum cleanup site to either NFA/NFA With Conditions or SRC within the most timely and cost efficient manner possible. The activities shall be performed in accordance with applicable statutes, rules, and written Department guidance. The activities are inclusive of all necessary clerical and administrative duties, including maintenance of cleanup site files, typing mailing, document and performance tracking, processing time extensions requests, processing preapproval work orders, task assignments and change orders, review preliminary technical reports and addenda, completion of review checklist, information request, meetings, subcontractor management, program management, and liaison with the DEP Contract Manager.
2. The DEP may assign other activities to the Contractor on an as needed basis. The Contractor may perform technical reviews for non-county sites, perform special technical evaluations, or assist the DEP with certain administrative task as mutually agreed upon based upon the needs of the DEP and the availability and expertise of the Contractor.
3. Performance will be measured through the following process and technical audits:
 - A. Certain specific performance measures such as data entry into petroleum cleanup tracking databases, (STCM/PCT/SPASM), and delivery of copies of all documents and correspondence to DEP files must maintain a ninety percent or greater rating. An audit of 25% of the site files will be performed to determine the rating for these specific measures. All database entry must be made within 30 calendar days of activity. Copies of all documents and correspondence must be sent to the DEP central file within 60 calendar days.
 - B. The process audit will follow the same guidelines as those required of DEP Tallahassee staff and the Contractor must maintain a sixty five percent or greater rating. (see Attachment I) An audit of 25% of the site files will be performed at least annually to determine the rating for the process audit measures. A pre audit and post audit interview will be performed with the Contractor Contract Manager.
 - C. The technical audit will be performed by DEP staff and is performed for the express purpose of insuring consistent application of DEP technical rules and policies. These audits may be performed as often as deemed necessary by the DEP staff but not less than once per year. The number of sites audited will be determined by DEP staff and no specific rating is required.
4. Failure of the Contractor to meet a rating of 90% or greater on the specific performance measures or a 65% or greater rating on the process audit measures will result in forfeiture of the final monthly payment or 1/12 of the total tasked amount.
5. Semiannual evaluations will be made to determine if the number and level of personnel are excessive, sufficient or insufficient. This evaluation will consider the number of active sites, changes in the DEP priority ranking, the projected level of non-program/voluntary sites, and other mutually agreed upon task the Contractor may perform for the DEP. The determination of the number of active sites is based on the estimate that the ES II level spending 40 hours per site per year, the PG/PE spending 7 hours per site per year,; the clerical spending 10 hours per site per year; and the administrative spending 8 hours per site per year. The personnel time for additional tasks will be negotiated on a task-by-task basis, and may be considered in the original Task Assignment or as a Change Order.

6. County Lead State Cleanup Subcontractor Procurement - Performance of all activities associated with procurement of no fewer than two county cleanup subcontractors (one primary and one backup) to perform site rehabilitation activities at eligible state cleanup sites within the county. These activities shall be performed for equal amounts of time by a Florida licensed Professional Engineer and an individual at the Environmental Specialist II/Engineer I level or higher. Subcontractor procurement activities shall include:
 - A. Demonstrated compliance with Section 287.055, F.S.;
 - B. Preparation and advertisement of a request for Statement of Qualifications (SOQs);
 - C. Review of all responsive SOQs by a committee of professionals, including the county state cleanup project manager;
 - D. Selection of the most qualified firm or firms; and
 - E. Analysis of cost proposals and negotiation of contract terms.

7. Annual Travel and Vehicle Use - Travel expenses for four trips by local program staff for training events or meetings with the Department during one year and expenses for use of vehicles necessary to carry out the site cleanup oversight and management tasks within the scope of this Contract.

CATEGORY II

County Lead State Cleanup Subcontractors

The county subcontractors are responsible for site rehabilitation on petroleum contaminated sites in accordance with applicable statutes, rules, and written Department guidance. Task assignments issued by the county are used to initiate the subcontractors services. Payment to the subcontractor will be made directly by the county using the advanced working capital as described in paragraph 9 of the Contract.



HILLSBOROUGH COUNTY CIVIL SERVICE REPORT OF APPOINTMENT OR CHANGE OF STATUS

CS FORM 2
REV. 1994

<p>NAME: <u>STEWART, ROGER P.</u> LAST FIRST MIDDLE</p> <p>SOCIAL SECURITY NO. <u>137-20-8887</u> BIRTH DATE _____</p> <p>ADDRESS _____</p> <p><input type="checkbox"/> MALE <input type="checkbox"/> FEMALE <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED</p> <p><input type="checkbox"/> 1. WHITE <input type="checkbox"/> 2. BLACK <input type="checkbox"/> 3. HISPANIC <input type="checkbox"/> 4. ASIAN/P.I. <input type="checkbox"/> 5. AMER. IND.</p> <p style="text-align: center;">The requirements of the Civil Service Law and Rules have been satisfied.</p> <p>APPOINTING AUTHORITY / DESIGNATED REPRESENTATIVE _____</p>	<p>EPC <u>9/12/97</u> AGENCY DATE PREPARED</p> <p>PRESENT DEPARTMENT <u>E050-#552</u> PRESENT PAYROLL CODE</p> <p>NEW DEPARTMENT _____ NEW PAYROLL CODE _____</p> <p><u>9/28/97</u> EFFECTIVE DATE</p> <p>DIRECTOR, CIVIL SERVICE _____</p>
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	INITIAL APPOINTMENT	PRESENT STATUS	CHANGE OF STATUS	TO SUCCEED (NAME)	ACTION
Position Number	#001				
Class Title	Exec. Dir.				
Class Code	9981				
Grade					
Hourly Rate	\$41.58		\$43.66		
Rater?	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Present Index Code:			New Index Code:		
Present O.T. Code:			New O.T. Code:		
Present Account No.:			New Account No.:		

TYPE OF APPOINTMENT	ACTION	TERMINATIONS
<input type="checkbox"/> Initial Appointment <input type="checkbox"/> Initial Probation <input type="checkbox"/> Reemploy (WC/RIF/MIL) <input type="checkbox"/> Conditional Probation <input type="checkbox"/> Rehire (w/ 2yrs.) <input type="checkbox"/> Temporary <input type="checkbox"/> Restricted Appt. <input type="checkbox"/> Emergency Temp. <input type="checkbox"/> Limited Duration <input type="checkbox"/> Full Time (40 hrs./wk.) <input type="checkbox"/> Reduced Hour (from 20 to 39 hrs./wk.) <input type="checkbox"/> Part Time (19 hrs./wk. or less) <input type="checkbox"/> Normal Bi-Weekly Hours	<input type="checkbox"/> Acct. # Change <input type="checkbox"/> Leave of Absence <input type="checkbox"/> % Promotion <input type="checkbox"/> Acting <input type="checkbox"/> Max of Pay Grade (Adjust P.R.D.) <input type="checkbox"/> Remove from Acting <input type="checkbox"/> Address Change <input type="checkbox"/> Name Change <input type="checkbox"/> Remove P.I.P. <input checked="" type="checkbox"/> 5 % Annual Perf. Inc. <input type="checkbox"/> Payroll Code Change <input type="checkbox"/> Remove Restricted <input type="checkbox"/> Class Regraded <input type="checkbox"/> Performance Inc. Denied (Adjust P.R.D.) <input type="checkbox"/> Return to Former Class <input type="checkbox"/> Class Retitled <input type="checkbox"/> Suspended <input type="checkbox"/> Return from Leave <input type="checkbox"/> Demotion <input type="checkbox"/> Temp. Empl. Extended <input type="checkbox"/> Enroll P.I.P. <input type="checkbox"/> Position # Change <input type="checkbox"/> Temp. to Perm. <input type="checkbox"/> % Extra. Perf. Inc. <input type="checkbox"/> Position Reclassified <input type="checkbox"/> Transfer <input type="checkbox"/> Index Code Change <input type="checkbox"/> Probation Extended <input type="checkbox"/> Other: <input type="checkbox"/> Initial Prob. Complete (Adjust P.R.D.) <input type="checkbox"/> % Probationary Perf. Inc.	<input type="checkbox"/> Deceased <input type="checkbox"/> Lay Off - RIF <input type="checkbox"/> Dismissed <input type="checkbox"/> Resigned <input type="checkbox"/> Retired <input type="checkbox"/> End Temp. Time Class Code _____ List Date _____ <input type="checkbox"/> Open <input type="checkbox"/> Clos.

AGENCY REMARKS

Benefits Date:

Performance Review Date: 10/01/98

Adjusted Benefits Date:

Adjusted Performance Review Date:

Probation Ends:

CIVIL SERVICE REMARKS

Released

Received

AGENDA ITEM COVER SHEET

Addendum

Date: October 16, 1997

Agenda Item: Draft Letter to Legislators re: Medfly Eradication Remedies
(Addendum)

Description/Summary:

At the September EPC Meeting, the Commission directed staff to draft a letter to our state and federal legislative delegations, requesting that a process be identified or created to address remedies for damages resulting from aerial spraying of Malathion. The Commission requested that the draft letter be returned to them for review at the next meeting.

Commission Action Recommended:

Consider the draft letter, make appropriate changes, and authorize the Chair to sign.

Dear ___ (State and Federal legislators)___:

As you know, the recent Medfly infestation in the Tampa Bay area has raised significant public concern regarding the aerial spraying of pesticides. Unlike ground application, aerial spraying is less discriminate in its application, and more diverse in its potential effects. Our citizens feel that their rights have been violated, and their health and safety jeopardized, without an opportunity to participate in the decision or recourse to a remedy.

Should aerial spraying ever again become necessary in Hillsborough County, we hope to address the concerns caused by inadequate information on health and safety issues through a Memorandum of Understanding with appropriate agencies. However, we feel that clarification should also be provided regarding an individual's options in the event they believe they have been adversely impacted or harmed. This can best be accomplished through either legislative or administrative initiatives to identify the process that would apply in such situations (eg. medical or temporary relocation expenses for susceptible populations, damage to auto paint or injury to bee hives, tropical fish stock or organic crops).

Undoubtedly, the law provides certain avenues of redress for injury suffered as a result of governmental action. But when governmental action is complicated by the joint operations of federal, state, regional and local entities, as occurred in the aerial spraying incident, points of responsibility and accountability are confused. Even the various agencies were uncertain as to who was responsible. As a local agency with little authority in such situations, we are not able to provide much relief. Is there such a mechanism already available or does something need to be established? Perhaps a "Pest Eradication Grievance Board" to which claims could be made for resolution?

The Environmental Protection Commission of Hillsborough County has fielded hundreds of questions from the public, discussed these issues during several public meetings, and is promoting the Memorandum of Understanding to minimize the need for such programs in the future. However, despite all reasonable preventative measures, the Commission recognizes that future aerial spraying may be an unavoidable necessity. On September 18, 1997, they voted unanimously to request of our state and federal legislative delegations that a process be established to clearly identify for the public the administrative options for seeking redress of grievances resulting from any future Medfly eradication program. The nature of the Memorandum of Understanding as a voluntary agreement between multiple agencies at several levels of government does not lend itself to the identification of liabilities or the remediation of potential damages. Legislative direction seems to be the more direct and clear approach.

In the hopes that this request is received favorably, our staff is most willing to provide you with any background or detail you might need. Mr. Tony D'Aquila of our Air Management Division (813-272-5530) is coordinating the development of the Memorandum of Understanding, and has agency contact names and numbers that may be of use. Please let me know if there is anything I can do.

Sincerely,

Commissioner Jan K. Platt
Chair
Environmental Protection Commission

AGENDA ITEM COVER SHEET

Addendum

Date: October 16, 1997

Agenda Item: Commission Correspondence
(Addendum)

Description/Summary:

Commissioner Platt received the attached letter from Mrs. Margaret Fuhro, regarding fluoridation in our drinking water. Mrs. Fuhro enclosed a July 1997 press release from the National Federation of Federal Employees regarding objection of its members to fluoridation of drinking water. Mrs. Fuhro hopes that the BOCC's prior decision to put fluoride in the drinking water be reconsidered and rescinded.

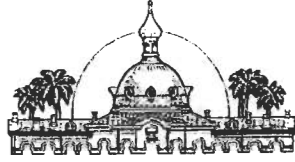
Response from Hillsborough County is also attached.

Commission Action Recommended:

Accept the correspondence.

cc: Mr. McWeeny, Hillsborough County
Dr. Holt, Health Department
Mrs. Fuhro

BOARD OF COUNTY COMMISSIONERS



Hillsborough County
Florida

P.O. Box 1110
Tampa, Florida 33601
(813) 272-5660

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September 15, 1997

Margaret Fuhro
803 White Heron Blvd
Ruskin, FL 33570

Dear Mrs. Fuhro:

As you have requested, I am making copies available to the parties you directed, and by this letter am asking Roger Stewart and/or Mike McWeeny, if either Board should schedule this issue.

Sincerely,

A handwritten signature in cursive script that reads "Jan Platt".

Jan Platt
Commissioner

JKP/cdl

cc: ✓ Roger Stewart, EPC
Mike McWeeny, Utilities

803 White Heron Blvd.,
RUSKIN, FL. 33570.
(Tel: 645-9275)

September 9th 1997.

Commissioner Jan Platt,
Board of County Commissioners,
Hillsborough County,
P.O. Box 1110,
TAMPA, FL. 33601.

Dear Commissioner Platt:

re: FLUORIDE IN OUR DRINKING WATER
and EPA PRESS RELEASE - WASHINGTON.

I would have replied to your letter of Jly. 30th before now but have been away.

As Chairman of Hillsborough County's Environmental Protection Agency, the responsibility and consequent action lies entirely with you and the Board. (BOARD OF COUNTY COMMISSIONERS)


Your letter stated that you have forwarded the letter which I addressed to you, dated Jly. 25th, on to EPC Director Roger Stewart for his review and appropriate action, and he, in turn, informed me (letter dated Aug. 6th) that my letter had been referred to Hillsborough County Water Dept. "for review and response."

Mr. McWeeny, Director of Hillsborough County Water Dept., in his response, (letter dated Aug. 22nd) now "passes the proverbial buck" back to the Board of County Commissioners for a directive. ! It appears that the circle has come around again, requiring the County's EPA Board (which also serves as the Board of County Commissioners) to render a decision rescinding water fluoridation. This, in view of the PRESS RELEASE, of Jly 11, 1997, from EPA in Washington, D.C. and the statement therein "...as the Professionals who are charged with assessing the safety of drinking water, we conclude that the health and welfare of the public is not served by the addition of this substance (fluoride) to the drinking water".

In the interest of protecting the public's health, this EPA stand against fluoridation (as stated in the PRESS RELEASE referred to) cannot be ignored.

I await your reply.

Sincerely,


(MRS.) MARGARET FUHRO

P.S. Please make copy of this available to EPA Director Roger Stewart, Board of County Commissioners, and Mr. McWeeny, Director of the County Water Department.

PRESSRELEASE

National Federation of Federal Employees (Local 2050) • P.O. Box 76082 • Washington, D.C. 20013 • phone: (202) 260-2383
• fax: (202) 401-3139

For Immediate Release

Date: July 11, 1997
Contact: J. William Hirzy, Ph. D.
Senior V.P. NFFE, Local 2050
Phone: (202) 260-2383
Fax: (202) 401-3139

EPA SCIENTISTS TAKE STAND AGAINST FLUORIDATION

Wednesday, 2 July 1997: NFFE (local 2050) USEPA Union of scientists, toxicologists, engineers and attorneys who assess scientific data for SAFE DRINKING WATER ACT standards, ect. unanimously went on record against the practice of drinking water fluoridation.

National Federation of Federal Employees (Local 2050) issued the statement:

- “Our members’ review of the body of evidence over the last eleven years, including animal and human epidemiological studies, indicate a causal link between fluoride/fluoridation and cancer, genetic damage, neurological impairment, and bone pathology. Of particular concern are epidemiological studies linking fluoride exposure to lowered IQ in children”.
- “As the professionals who are charged with assessing the safety of drinking water, we conclude that the health and welfare of the public is not served by the addition of this substance (fluorides) to the drinking water”.

For more information on USEPA Union, Local 2050 statement contact:
J. William Hirzy Ph. D., Senior V.P., NFFE Local 2050, (202) 260-2383.

HILLSBOROUGH COUNTY

Florida

Office of the County Administrator
Daniel A. Kleman

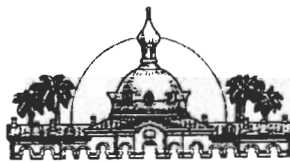


Deputy County Administrator
Patricia Bean

Assistant County Administrators
Edwin Hunzeker
Jimmie Keel

BOARD OF COUNTY COMMISSIONERS

Dottie Berger
Joe Chillura
Chris Hart
Jim Norman
Jan Platt
Thomas Scott
Ed Turanchik



September 23, 1997

Mrs. Margaret Fuhro
803 White Heron Blvd.
Ruskin, FL 33570

Dear Mrs Fuhro:

SUBJECT: FLUORIDATION IN DRINKING WATER

Commissioner Jan Platt has forwarded a copy of your September 9, 1997 letter and its attachment from the National Federation of Federal Employees (Local 2050) to me for response.

I know that you are well aware of the arguments both for and against fluoridation of drinking water so I will not recap them now. Many individuals, health care practitioners and health agencies have taken sides in this long standing debate. People on both sides of the issue are confident that they are correct in their position.

The Environmental Protection Agency is the Federal agency given the responsibility by the U.S. Government for developing standards of potable water quality to assure the public health. The Florida Department of Environmental Protection is the State agency given the responsibility for regulating the treatment and delivery of potable water to assure the public health. Neither agency has taken the position that fluoridation as practiced by Hillsborough County is a health hazard.

Some years back the Hillsborough County Board of County Commissioners held public hearings on the issue of fluoridation of our drinking water. There was much testimony by both experts and citizens on the merits and potential dangers of adding fluoride compounds to the water supply. The board found that the merits outweighed the potential dangers and adopted the position that the water supplied by the Water Department to customers of the County would be fluoridated.

REC'D

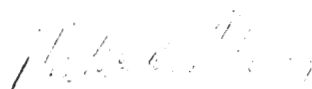
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ENV. PROT. COMM.
OF H.C.

Letter to Mrs. Margaret Fuhro
September 23, 1997
Page 2

While I am not an expert on the health effects of fluoridation of drinking water, I believe the preponderance of evidence supports the Board adopted position that the benefits outweigh the potential dangers. Unless and until responsible health agencies and practitioners provide documentation and testimony to the contrary, I cannot recommend to the Board of County Commissioners that they reconsider this issue.

Sincerely,



Michael W. McWeeny, Director
Water Department

CC: Dottie Berger, Commissioner
Dan Kleman, County Administrator
Roger Stewart, Executive Director, E.P.C.
Dr. Douglas Holt, Director, Hillsborough County Health Department

MWM/mm

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