


# MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

<b>SUBJECT</b>	Seagrass Scar Reduction Project In Miguel Bay and Bishop Harbor for Tampa Bay Estuary Program	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	July 7, 1998	<b>DATE SUBMITTED/REVISED</b>	June 24, 1998
<b>BRIEFINGS?/WHO?</b>	None	<b>CONSEQUENCES IF DEFERRED</b>	None
<b>DEPARTMENT/DIVISION</b>	Environmental Management Dept. Natural Resources Division	<b>AUTHORIZED BY TITLE</b>	Karen Collins-Fleming Director 
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Jack Gorzeman 5980	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Jack Gorzeman 5980

### ADMINISTRATIVE APPROVAL



### ACTION DESIRED

INDICATE WHETHER "REPORT or "DISCUSSION, "FORM OF MOTION, or "OTHER ACTION REQUIRED:

Adoption of Resolution R-98-179 accepting a grant from the Tampa Bay Regional Planning Council under the Tampa Bay Estuary Program, in the total amount of \$24,000 (\$16,000 from the Environmental Protection Agency and \$8,000 from County in-kind match), to reduce seagrass propeller scarring in Miguel Bay and Bishop Harbor by installing markers/signage; and, authorization of the Chairman to execute all grant documents.

### ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

Code of Federal Regulations - 40 CFR, Chapter 1  
Florida State Statute, Chapter 287  
Comp. Plan, Policy 10.1.1.5 - Special Purpose Facilities

### BACKGROUND/DISCUSSION

- Manatee County became a participating member in the Tampa Bay Estuary Program (TBEP) in 1991.
- This project is one of several demonstration projects proposed by the TBEP through the Tampa Bay Regional Planning Council (TBRPC) to help implement the Comprehensive Conservation and Management Plan. The objective of this project is to restore propeller damaged seagrass bed located in Miguel Bay and Bishop Harbor, by using markers and signs to guide boaters.
- The TBEP is providing \$16,000 toward the project with funds from EPA. Manatee County will be providing an in-kind match of \$8,000 through the use of personnel and equipment costs from the Environmental Management and Parks Departments, to implement the project. Project completion date is 12 months from the date of the executed intergovernmental agreement.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" @ right. (If "NO," proceed to 1) below; and if "YES," proceed to 2) below) yes

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JUL 07 1998

1) IF "NO" TO ABOVE .

A) PLEASE EXPLAIN BELOW: (see also following section 1B) re: contract, agreement, lease, etc.:

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE @ RIGHT: 1995

2) IF "YES" TO FIRST QUESTION IN THIS SECTION.

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?

The entire agreement has been reviewed by the County Attorney's Office.

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER **MUST BE ATTACHED** (If comments were verbal, so indicate.)

Yes; Copy of County Attorney's memo is attached.

<p><b>ATTACHMENTS:</b> (List in order as attached)</p> <p>1) Resolution R-98-179                  2) Intergovernmental Agreement between TBRPC and Manatee County.                  3) County Attorney's memo dated 5/15/98.</p>	<p><b>INSTRUCTIONS TO BOARD RECORDS:</b></p> <p>Please forward <del>executed</del> <sup>✓</sup>agreements to EMD - attention Jack Gorzeman. EMD will forward them to the TBRPC.</p>						
<p><b>COST</b></p> <table border="0"> <tr> <td>EPA</td> <td>\$16,000</td> </tr> <tr> <td>County In-kind match*</td> <td>8,000</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$24,000</b></td> </tr> </table> <p>*Use of personnel and equipment from EMD and Parks Depts.</p>	EPA	\$16,000	County In-kind match*	8,000	<b>Total</b>	<b>\$24,000</b>	<p><b>SOURCE (ACCT# &amp; NAME)</b> n/a</p>
EPA	\$16,000						
County In-kind match*	8,000						
<b>Total</b>	<b>\$24,000</b>						
<p><b>COMMENTS</b> Reviewed by grants coordinator <i>MM</i></p>	<p><b>AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)</b> n/a</p>						

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JUL 07 1998

BOARD OF COUNTY COMMISSIONERS  
 MANATEE COUNTY, FLORIDA



MAY 19 1998

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Office of  
**MANATEE COUNTY  
ATTORNEY**

• Board Certified City, County & Local Government Law  
† Board Certified Civil Trial

Teddy N. Williams, Jr., County Attorney  
Mark P. Barnebey, Chief Assistant County Attorney \*  
Paul G. Bangel, Senior Assistant County Attorney \*  
William C. Henry, Senior Assistant County Attorney for Risk Management  
Patricia McVoy, Senior Assistant County Attorney \*  
James A. Minix, Senior Assistant County Attorney †  
Mitchell O. Palmer, Senior Assistant County Attorney  
Jeffrey N. Steinsnyder, Senior Assistant County Attorney \*

May 15, 1998

MEMORANDUM

**TO:** Karen M. Collins-Fleming, Director, Environmental Management Department

**THRU:** Teddy N. Williams, Jr., County Attorney *TNW 5/18/98*

**FROM:** Jeffrey N. Steinsnyder, Senior Assistant County Attorney *JNS 5-15-98*

**RE:** INTERGOVERNMENTAL AGREEMENT BETWEEN TAMPA BAY  
REGIONAL PLANNING COUNCIL AND MANATEE COUNTY BOARD  
OF COUNTY COMMISSIONERS FOR SEAGRASS SCAR REDUCTION  
IN MIGUEL BAY AND BISHOPS HARBOR  
RLS 97-552  
CAO FILE: 2041-212

On December 5, 1997 we received an agreement for review from your department regarding re reduction of seagrass scarring in Miguel Bay and Bishops Harbor. After an initial review of this document, it was determined that the TBEP had reverted to an earlier form of agreement which this office had objected to in the past. Rather than giving significant negative comments regarding the agreement, we contacted Dick Eckenrod, Executive Director of the Tampa Bay Estuary Program and asked whether he would be amenable to using the most recent Emerson Point agreement as a starting point for this agreement. Mr. Eckenrod indicated that he would have his staff redraft the agreement consistent with the Emerson Point agreement.

This agreement was received on April 24, 1998. I have now had an opportunity to review this agreement and have made further inquiry with the Estuary Program regarding this agreement and offer the following comments:

1. I initially had a concern with the fact that the agreement was between Tampa Bay Regional Planning Council and the Manatee County Board of County Commissioners rather than contracting directly with Tampa Bay Estuary Program. It was my thought that we created the Estuary Program as an independent entity

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so that they could contract directly with various parties. I have since learned that due to the funding cycle which this money is coming out of, the Tampa Bay Regional Planning Council was the agency which received the grant from EPA, therefore, the contract needs to be with the Regional Planning Council. I was assured that once these current funding cycles have been gone through, the Estuary Program will be contracting in their own behalf. It was also indicated that since the Estuary Program has dropped the "National" designation from its name, these changes would need to be made to the agreement.

2. Additionally, I propose that the contract have a "Whereas" clause which indicates "Whereas, the TBEP was created on March 27, 1998 by interlocal agreement to further and carry out the goals of the Tampa Bay National Estuary Program locally; and", this would be inserted between the second and third "Whereas" clauses. 26
3. Exhibit B referenced in the agreement was not attached to the original agreement, nor is it attached to the revised agreement. It appears from the text which describes it to be a form to submit for repayment. Section 4.d. contains a reference to attachment 2. It is unclear whether this is a reference to an exhibit to this agreement or to the Code of Federal Regulations. If this is a reference to this agreement, consistency in what we are calling exhibits should be maintained.
4. This agreement is substantially the same as that which the Board entered into in 1995 for Emerson Point Access and Habitat Protection. At that time I commented that I remain concerned with the provisions on indemnification and the provisions on patents and copyrights. I still am of the opinion that the indemnification clause could be much simpler and that the patent and copyrights provisions included goes beyond what the Code of Federal Regulations requires. The Board is giving up significant legal rights if this project contains any patentable or copyrightable material or design. The previous conclusion reached was that the Emerson Point project did not contain anything that would be patentable or copyrightable and therefore it was not worth continuing to argue with the Regional Planning Council over. If this is a case with this current project again, it probably is not worth raising the issue again.

If I can be of any further assistance with regard to this agreement, please feel free to contact me.

JNS/tlm

cc: Ernie Padgett, County Administrator  
Jack Gorzeman, Environmental Projects Coordinator, Environmental Management Department