

**AMENDMENT TO
SARASOTA BAY NATIONAL ESTUARY PROGRAM
INTERLOCAL AGREEMENT**

The Sarasota Bay National Estuary Program (SBNEP) Interlocal Agreement was executed and made effective October 1, 2004, (Agreement) by and between the following governmental entities: 1. City of Sarasota, a Florida municipal corporation; 2. City of Bradenton, a Florida municipal corporation; 3. Florida Department of Environmental Protection, a Florida state agency; 4. Sarasota County, a Florida political subdivision; 5. Manatee County, a Florida political subdivision; 6. Southwest Florida Water Management District, a public corporation of the State of Florida, and 7. Town of Longboat Key, a Florida municipal corporation, (collectively the "Parties" and each singularly a "Party").

1. Pursuant to Article Five Section 5.2 and 5.3 of the Agreement, The NEP Entity (SBEP) possesses the responsibility to perform functions not inconsistent with the Agreement including providing that the Policy Board and the Management Board unanimously agree to adopt, change, amend and repeal any terms and provisions of the Agreement.

2. Pursuant to Article Nine section 9.4 the funding of the Parties established October 1, 2004 through the term of the Agreement will be funded by the Parties. Annual goals or targets for local contributions were established as follows:

Manatee County	\$50,000
Sarasota County	\$50,000
City of Sarasota	\$33,000
City of Bradenton	\$15,000
Town of Longboat Key	\$15,000
Southwest Florida Water Management District	\$133,000

3. Pursuant to Article Thirteen, the Agreement may be modified, altered or amended only by a written instrument subsequently executed by the parties hereto. The Parties hereto wish to amend the Agreement solely for the purpose to update the annual goals or targets currently identified for contribution to the SBNEP for its continued operation and implementation of its responsibilities to implement the CCMP and any other responsibility consistent with the Agreement. The following will be the goals and targets as agreed by the

Parties as evidenced by the execution of this Amendment by each. The following have been agreed by the Parties:

Manatee County	\$80,000
Sarasota County	\$80,000
City of Sarasota	\$50,000
City of Bradenton	\$25,000
Town of Longboat Key	\$25,000
Southwest Florida Water Management District	\$133,000

4. Therefore, Article Nine section 9.4 is amended and restated in its entirety as follows:

9.4 Term Funding. *Subject to the provisions of Section 9.5 below, (of the Agreement) from the effective date of this Amendment, through the end of the term of the Agreement, all budgeted costs will be funded by SWFWMD, FDEP, Manatee and Sarasota County and the Cities of Sarasota and Bradenton. Annual goals or targets for local contributions will be made as follows: Manatee County \$80,000, Sarasota County \$80,000, City of Sarasota \$50,000 and City of Bradenton \$25,000, Town of Longboat Key \$25,000, and SWFWMD \$133,000 annually. The Policy Board also agrees to continue to work toward identifying matching resources for the Federal EPA grant to maximize the use of local funds.*

5. The remaining terms, covenants and conditions set forth in the existing Agreement that have not been specifically identified to be amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the Parties hereto.

6. The Agreement dated October 1, 2004 is attached hereto and incorporated herein as integral to this Amendment.

7. Pursuant to sections 13.13 and 13.14 of the Agreement, this Amendment will not be effective nor will it have any force and effect until all Parties have duly executed this Amendment and filed the Amendment pursuant to section 13.14 of the Agreement.

8. This Amendment may be executed in one or more counterparts, each of which may be executed by less than all the parties but all of which shall be construed together as a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be executed under seal and it shall become effective upon completion of execution of all Parties and filing of the document in accordance with the sections above indicated.

Remainder of this page left blank intentionally

City of Bradenton, a Florida municipal corporation

By: 
Signature

Title: Mayor

Attest: 
Signature



Title: City Clerk

(SEAL)

APPROVED AS TO FORM
Signature



Scott Rudacille, City Attorney