

INTERGOVERNMENTAL AGREEMENT  
AMONG  
THE U.S. DEPARTMENT OF THE ARMY,  
THE U.S. DEPARTMENT OF THE INTERIOR, AND  
THE STATE OF FLORIDA  
FOR  
ESTABLISHMENT OF AN INDEPENDENT SCIENTIFIC REVIEW PANEL PURSUANT  
TO SECTION 601 OF THE WATER RESOURCES DEVELOPMENT ACT OF 2000

ARTICLE I - PURPOSE AND AUTHORITY

This Intergovernmental Agreement ("Agreement") is entered into amongst the U.S. Department of the Army ("DA"), the U.S. Department of the Interior ("DOI"), and the State of Florida (collectively referred to as the "Implementing Parties") for the purpose of establishing an Independent Scientific Review Panel ("Panel") to be convened by the National Academy of Sciences ("NAS") for the sole purpose of reviewing the Comprehensive Everglades Restoration Plan's ("Plan") progress towards achieving the natural system restoration goals of the Plan. This Agreement is entered into pursuant to Section 601(j)(1) of the Water Resources Development Act of 2000 (WRDA 2000) and the programmatic regulations promulgated pursuant to section 601(h) of WRDA 2000.

ARTICLE II -MISSION OF THE PANEL

The Implementing Parties agree, pursuant to Section 601(j)(1) of WRDA 2000, that the sole mission of the Panel shall be to review the Plan's progress towards achieving the natural system restoration goals of the Plan. The Implementing Parties further agree that, pursuant to the Section 601(j)(1) of WRDA 2000, the Panel will submit a biennial report to Congress and the Implementing Parties that includes an assessment of the ecological indicators and other measures of progress in restoring the ecology of the natural system based on the Plan. The Implementing Parties agree that the Panel will be independent of any other panel convened by NAS, the Implementing Parties, or any other entity associated with implementing or reviewing the Plan.

ARTICLE III - RESPONSIBILITIES OF THE IMPLEMENTING PARTIES

A. In support of the efforts outlined in Article II, the Implementing Parties agree to the Scope of Work for the Panel set forth in Attachment A to this Agreement. This Scope of Work will be incorporated into a cooperative agreement between the NAS and DA. The Implementing Parties acknowledge that they have consulted with the South Florida Ecosystem Restoration Task Force ("TF") on this Scope of Work.

A. The Implementing Parties agree to confer with one another and consult with the TF on the proposed list of Panel members prepared by NAS prior to NAS convening the Panel.

B. The Implementing Parties agree that that they will not attempt to influence the Panel or assign any other work items or request any advice on matters that are outside the mission of the Panel as specified in Article II of this Agreement.

C. The Implementing Parties agree to cooperate with and be responsive in a timely manner to reasonable requests from the Panel for information the Panel needs to complete the objectives set forth in Article II of this Agreement.

D. The Implementing Parties and NAS will jointly establish annual work plans to fulfill the requirements of the Panel's mission as set forth in Article II.

E. The Implementing Parties agree that the DA, U.S. Army Corps of Engineers, Jacksonville District shall enter into a cooperative agreement with NAS on behalf of the Implementing Parties that will set forth the understandings of the Jacksonville District and NAS concerning the accomplishment of the review and production of the biennial report envisioned in Article II of this Agreement.

#### ARTICLE IV - INTERGOVERNMENTAL COMMUNICATIONS

To provide for consistent and effective communication between the Implementing Parties, each party shall appoint a Technical Representative to serve as its central point of contact on matters relating to this Agreement.

#### ARTICLE V - FUNDING

Subject to the availability of appropriations, the Implementing Parties agree that all costs associated with establishing the Panel and with the Panel carrying out its duties as outlined in the attached Scope of Work will be paid by the DA pursuant to a separate cooperative agreement between the DA and the NAS. The Implementing Parties further agree that these costs shall be shared 50 percent by the DA and DOI, and 50 percent by the State of Florida. The State of Florida's liability each year shall be limited to a "not to exceed" amount established in accordance with Florida state law. The DOI's liability shall be paid biennially on a reimbursable basis. The DA and the State of Florida's financial obligations under this Agreement shall be

included as part of the costs of design as covered in the Design Agreement dated May 12, 2000 between the U.S. Army Corps of Engineers and the South Florida Water Management District.

ARTICLE VI - ABILITY TO ESTABLISH OTHER INDEPENDENT SCIENTIFIC REVIEW PANELS

Nothing in this Agreement shall affect the rights of the Implementing Parties in their individual capacities to convene independent scientific or peer review panels on matters not covered by this Agreement when deemed necessary to conduct scientific and technical reviews for effective implementation of the Plan.

ARTICLE VII - AMENDMENT AND TERMINATION

This Agreement and all attachments hereto may be modified or amended only by written, mutual agreement of the Implementing Parties. This Agreement shall terminate five (5) years from its effective date, unless extended in writing in five (5) year increments after consultation with the TF. Any party may terminate its participation in this Agreement at any time by providing ninety days written notice to the other parties. Termination of this Agreement by individual parties shall not constitute termination of the Agreement between the remaining parties.

ARTICLE VIII - MISCELLANEOUS

A. Other Relationships or Obligations

This Agreement shall not affect any pre-existing or independent relationships or obligations between and among the Implementing Parties.

B. Survival

Performance of obligations incurred prior to the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement.

C. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

ARTICLE IX - EFFECTIVE DATE

This Agreement shall become effective when signed by all Implementing Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

U.S. Department of the Army

By: \_\_\_\_\_

Date: \_\_\_\_\_

U.S. Department of the Interior

By: \_\_\_\_\_

Assistant Secretary for Fish and Wildlife and Parks

Date: \_\_\_\_\_

State of Florida

By: \_\_\_\_\_

Secretary, Florida Department of Environmental Protection

Date: \_\_\_\_\_