

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060067

1. ACTION REQUESTED/PURPOSE:

Approve resolution and interlocal agreement to reimburse Charlotte County for legal expenses associated with phosphate litigation for fiscal year '04-'05.

2. WHAT ACTION ACCOMPLISHES:

Formalizes agreement with Charlotte County for reimbursement of phosphate litigation expenses.

3. MANAGEMENT RECOMMENDATION:

Recommend approval.

| | | |
|--|---|--|
| 4. Departmental Category: / CIA | | 5. Meeting Date: January 31, 2006 |
| 6. Agenda: | 7. Requirement/Purpose: <i>(specify)</i> | 8. Request Initiated: |
| <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Statute | Commissioner _____ |
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Ordinance | Department <u>County Manager</u> |
| <input type="checkbox"/> Appeals | <input type="checkbox"/> Admin. Code | Division _____ |
| <input type="checkbox"/> Public | <input type="checkbox"/> Other | By: <u>Donald D. Stilwell</u> |
| <input type="checkbox"/> Walk-On | | |

9. Background:
 During the 2004-2005 Budget discussion, Charlotte County requested an additional assistance of \$1 million dollars for reimbursement associated with Phosphate litigation. Included in the Board's 2004-05 budget deliberations, was a recommendation that included the \$1 million dollar contribution to Charlotte Co. The Board never took specific action on the recommendation but directed staff to process the request from Charlotte County. A similar reimbursement was approved by Lee County in FY 2003-2004 for \$900,000.

Included in the attachments is a detailed accounting of Charlotte County's litigation expenditures for FY 2004-2005. If approved by the Lee County Board of Commissioners, this resolution and interlocal agreement will be sent to Charlotte County for execution and returned for payment processing.

Funds are available.

10. Review for Scheduling:

| Department Director | Purchasing or Contracts | Human Resources | Other | County Attorney | Budget Services | | | | County Manager/P.W. Director |
|---------------------|-------------------------|-----------------|-------|-----------------|-----------------|----------------|----------------|----------------|------------------------------|
| | | | | | Analyst | Risk | Grants | Mgr. | |
| <i>wla</i> | <i>wla</i> | <i>wla</i> | | <i>Wester</i> | <i>1/20/06</i> | <i>1/20/06</i> | <i>1/20/06</i> | <i>1/20/06</i> | <i>10/10/06</i> |

11. Commission Action:

Approved
 Deferred
 Denied
 Other

REC'D
by CO. ATTY:
1-20-06

CO. ATTY.
FORWARDED TO:
Co. mgr.
1-20-06

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Agenda Item Summary**

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4. Departmental Category:

5. Meeting Date: January 31, 2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department County Manager
 Division _____
 By: Donald D. Stilwell

9. Background:

During the 2004-2005 Budget discussion, Charlotte County requested an additional assistance of \$1 million dollars for reimbursement associated with Phosphate litigation. Included in the Board's 2004-05 budget deliberations, was a recommendation that included the \$1 million dollar contribution to Charlotte Co. The Board never took specific action on the recommendation but directed staff to process the request from Charlotte County. A similar reimbursement was approved by Lee County in FY 2003-2004 for \$900,000.

Included in the attachments is a detailed accounting of Charlotte County's litigation expenditures for FY 2004-2005. If approved by the Lee County Board of Commissioners, this resolution and interlocal agreement will be sent to Charlotte County for execution and returned for payment processing.

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|---------------------|-------------------------|-----------------|-------|-----------------|-----------------|------|--------|------|------------------------------|
| | | | | | Analyst | Risk | Grants | Mgr. | |
| | | | | | | | | | |

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

LEE COUNTY RESOLUTION NUMBER _____

CHARLOTTE COUNTY RESOLUTION NUMBER 2006 - _____

A JOINT RESOLUTION OF THE BOARDS OF COUNTY COMMISSIONERS OF CHARLOTTE AND LEE COUNTIES, FLORIDA, PLEDGING MUTUAL SUPPORT FOR ACTIONS PROTECTING THE CHARLOTTE HARBOR ESTUARY AND TO COORDINATE LAND AND WATER USE PLANNING EFFORTS TO ENSURE PROTECTION OF THE CHARLOTTE HARBOR ESTUARY

WHEREAS, Charlotte Harbor and its component bays, sounds, and tributaries are critical to the economy and quality of life enjoyed by residents and visitors of Southwest Florida, and to the ecological integrity of all of Florida; and

WHEREAS, the health and productivity of the Charlotte Harbor estuary depends upon the careful, coordinated management of land uses within the Harbor's watershed which includes over 4,400 square miles in all or part of eleven (11) Florida counties; and

WHEREAS, Charlotte and Lee Counties are the two counties contiguous with the Harbor proper and are the most directly affected by the estuary and, therefore, need to take the lead in ensuring that land and water use activities within the Harbor's watershed are sensitive to the Harbor's needs; and

WHEREAS, it is in the mutual best interests of Charlotte and Lee Counties, their citizens, the general public, and the ecology and economy of Southwest Florida to cooperate and support each other in decisions that may affect the health of the estuary, including utilization of the administrative appeals process or the court system in order to ensure appropriate actions relative to the Harbor.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Charlotte County, Florida, and the Board of County Commissioners of Lee County, Florida, that:

1. If requested by one another, our two counties pledge to support each other's actions concerning the protection of the Charlotte Harbor estuary to the extent that each Board of County Commissioners determines that it is able;
and
2. Our two counties pledge to coordinate land and water use planning to ensure that protection of the Charlotte Harbor estuary system is a primary consideration of all appropriate decisions.

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The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and, being put to vote, the vote was as follows:

| | |
|-------------------|-------|
| BOB JANES | _____ |
| DOUGLAS ST. CERNY | _____ |
| RAY JUDAH | _____ |
| TAMMARA HALL | _____ |
| JOHN E. ALBION | _____ |

DULY PASSED AND ADOPTED THIS _____ day of _____, 2006.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

DULY PASSED AND ADOPTED THIS _____ day of _____, 2006.

ATTEST: BARBARA T. SCOTT,
CLERK AND EX-OFFICIO
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

BY: _____
Thomas G. Moore, Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

BY: _____
Janette S. Knowlton
Charlotte County Attorney

**SECOND SUPPLEMENTAL COOPERATION AND FUNDING
AGREEMENT FOR JOINT PHOSPHATE EFFORTS BETWEEN
CHARLOTTE AND LEE COUNTIES**

THIS SECOND SUPPLEMENT AGREEMENT is made and entered into by and between Charlotte and Lee Counties, each a political subdivision of the State of Florida (collectively "the Parties").

WITNESSETH

WHEREAS, the Parties on or about May 21, 2002 entered into an Interlocal Cooperation and Funding Agreement ("Interlocal Agreement") (attached as Exhibit "A") pertaining to Lee County providing Charlotte County funds to assist Charlotte County in the administrative challenges, rule-making, and legislative action in relation to the effects of mining of phosphate within the Peace River Basin, including Charlotte Harbor; and

WHEREAS, the Parties desire to supplement and/or amend the Interlocal Agreement in order for the Parties to fund and additional coordinated joint effort to study and address the direct, secondary, and cumulative impacts of phosphate mining on the Peace River Basin to specifically include impacts on Charlotte Harbor and its estuary systems.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties hereby agree as follows:

1. Paragraph Two (2) of the Interlocal Agreement is hereby amended to provide that Lee County hereby commits to pay the amount not to exceed One

Million Dollars (\$1,000,000.00) to Charlotte County within fifteen (15) days of the effective date of the Second Supplemental Agreement. Said funds to be used by Charlotte County pursuant to the terms of Paragraph Two (2) of the Interlocal Agreement, as further detailed in Exhibit "B", attached hereto and incorporated herein.

2. Charlotte County and Lee County will each adopt a Resolution, substantially similar to that as reflected by Exhibit "C", attached hereto and incorporated herein, calling for a general cooperative approach to the management of Charlotte Harbor and related issues.
3. Except as specifically amended hereby, all the terms and conditions of the Interlocal Agreement shall remain in full force and effect.
4. This Second Supplement Agreement shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County.

[The Balance of This Page Is Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement for the purpose herein expressed.

DULY PASSED AND ADOPTED THIS _____ day of _____, 2006.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

DULY PASSED AND ADOPTED THIS _____ day of _____, 2006.

ATTEST: BARBARA T. SCOTT,
CLERK AND EX-OFFICIO
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

BY: _____
Thomas G. Moore, Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

BY: _____
Janette S. Knowlton
Charlotte County Attorney

FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF CHARLOTTE, FLORIDA

FILED 918197 OR BK 02043 PG 0887 RECD 05/21/2002 10:59:34 AM
BARBARA T. SCOTT, CLERK, CHARLOTTE CO
REC 19.50

EXHIBIT "A"

INTERLOCAL COOPERATION AND FUNDING AGREEMENT
FOR JOINT PHOSPHATE EFFORTS BETWEEN
CHARLOTTE AND LEE COUNTIES

This AGREEMENT is made and entered into by and between Charlotte and Lee Counties, each a political subdivision of the State of Florida (collectively "the Parties").

WITNESSETH:

WHEREAS, the Parties to this Agreement have previously expressed their concerns about the effects of phosphate mining projects within the Peace River drainage basin and Charlotte Harbor watershed, including their support for an updated area-wide Environmental Impact Statement to study and address the direct, secondary, and cumulative impacts of phosphate mining in the South Central Florida Phosphate Mining District and the Peace River Basin, including Charlotte Harbor; and

WHEREAS, the Parties recognize that to date, Charlotte County has voluntarily assumed the leadership role, both financially and politically, with the assistance of Lee and Sarasota Counties and the Peace River/Manasota Regional Water Supply Authority, in the ongoing administrative challenge to the issuance by the Florida Department of Environmental Protection ("FDEP") of an Environmental Resource Permit to IMC-Phosphates Company for proposed mining of phosphate on the Manson-Jenkins property; and

WHEREAS, the Parties believe that ongoing and future state agency rulemaking and legislation have the potential to adversely impact the Peace River's water quantity and quality, the Peace River Basin as a whole, and the fragile ecosystem of the Charlotte Harbor Estuary; and

WHEREAS, the Parties recognize that the number and magnitude of phosphate mining projects currently in the state's permitting process require the sharing and coordinating of local governments' limited financial resources in order to make those resources as effective as possible; and

WHEREAS, the Parties now desire to join together to make better use of available funds and coordinate a joint effort against the continuing harmful impacts of phosphate mining in Southwest Florida; and

WHEREAS, Chapter 163, Florida Statutes, permits governmental units to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

WHEREAS, the Parties now desire to make the most efficient use of their powers by entering into this Agreement to serve their mutual best interests and advantage.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties hereby agree as follows:

1. Purpose. The purpose of this Interlocal Agreement is to provide coordination and funding for the Parties' joint efforts to protect the Peace River Basin and Charlotte Harbor Estuary against the harmful effects of phosphate mining.

2. Payment/Use of Funds. Recognizing that funding is needed to begin and continue efforts beyond just the resources of one local government, Lee County hereby commits to pay the amount of \$100,000.00 to Charlotte County within thirty (30) days of the effective date of this Agreement. Funds may be used to fund outside legal counsel, expert witnesses, and related costs, as well as other ongoing activities against the present and future negative effects of phosphate mining in Southwest Florida, as described in Exhibit "A" attached hereto and incorporated herein by reference.

3. Coordination/Meetings. Representatives from the Parties' administrative and legal staffs shall meet as necessary to discuss the Parties' mutual interests described herein. Representatives from other entities concerned with watershed health, public water supply, and other such related issues may also be invited to attend such meetings.

4. Amendment. This Agreement may be amended only by written consent of both Parties.

5. Execution. This Agreement shall be executed in duplicate, each of which shall be considered an original.

6. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties to this Interlocal Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

7. Assignment. This Agreement shall be binding on the Parties, their representatives, successors and assigns. No Party shall assign this Agreement or the rights or obligation hereof to any other person or entity without the prior written consent of the other Party.

8. Indemnification. Neither Party shall indemnify the other Party. Each Party acknowledges that its legal remedy shall be limited to filing suit against the other Party to this Interlocal Agreement in a court of competent jurisdiction.

9. Applicable Law/Disputes. This Agreement shall be governed and construed in accordance with Florida law. Any dispute involving litigation between the Parties is subject to all provisions of Chapter 164, Florida Statutes.

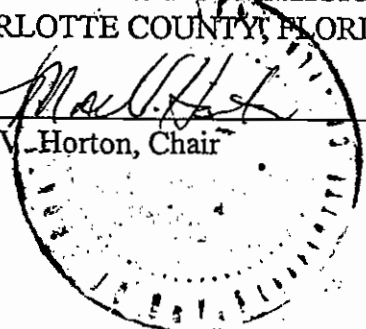
10. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement, if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties continue to be effected.

11. Effective Date. This Agreement shall take effect upon filing a fully executed copy with the Clerk of the Circuit Court of Charlotte County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for the purpose herein expressed.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: *Mac V. Horton*
Mac V. Horton, Chair



ATTEST:

Barbara T. Scott, Clerk of Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: *Barbara T. Scott*
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Renee Francis Lee*
Renee Francis Lee, County Attorney MB

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: *Robert Janes*
Robert Janes, Chairman



ATTEST:

Charlie Green, Clerk of Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: *Charlie Green*
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *James Yaeger*
James Yaeger, County Attorney

Potential Rulemaking and Legislative Actions

Tasks

1. State Rulemaking:

- a. FDEP rulemaking on hydrologic impacts of phosphate mining.
- b. FDEP rulemaking on a uniform wetland assessment method.
- c. SWFWMD rulemaking to establish Minimum Flows and Levels for the Peace River and the Floridan Aquifer.

Timeline

- a. Duration of rulemaking, estimated to be at least 12 months.
- b. Duration of rulemaking, estimated to be at least 18 months.
- c. Initiate lobbying of District staff and board members now, and continue through duration of peer review process and rulemaking, estimated to be at least 9 months for the Upper Peace River and SWCA aquifer levels. Additional MFLs have not yet been initiated by SWFWMD, and may not be completed for a number of years.

2. State Legislation:

Lobby the Florida Legislature to achieve the following goals:

- Mandate a cumulative analysis of the effects of phosphate mining.
- Weaken or eliminate phosphate mining industry exemptions.
- Oppose limits on administrative appeals in environmental cases.
- Increase regulatory protection for the Peace River and its tributaries.

The following tasks will be completed to achieve legislative goals:

- Initiate education of key legislative members on importance of immediately protecting the Peace River.
- Develop legislative initiatives and seek support from legislative delegations in November and December, 2002.
- Participate in legislative committee processes from January through March, 2003.
- Participate in and monitor legislative activity during legislative session, March through May, 2003.

IMAGED
5-29-02
AP

EXHIBIT "B"

Direct, Secondary, and Cumulative Impacts on Charlotte Harbor and Estuary System

Charlotte County will use experts and other related consultants, as necessary, to study, develop and present as evidence, as appropriate, information and data relating to the direct, secondary, and cumulative impacts of proposed phosphate mining in the Peace River Basin on Charlotte Harbor and its estuary system. This analysis and resulting information and data will be available for use as appropriate for presently pending or proposed administrative hearing challenges to the issuance of FDEP environmental resource permits for the mining of phosphate in the Peace River Basin, to include Charlotte Harbor.

Said analysis studies and related evidence shall include, but not be limited to, the following impacts of any such phosphate mining:

- High and Low Water Quantity
- Water Quality
- Grass Beds
- Fishing
- Monitoring Standards and Criteria

Any such related written reports, analysis and studies will be made timely available to Lee County and may be used by Lee County for any public purpose. The development and use of any such information shall also be subject to the Paragraph Three (3), Coordination/Meetings.

The estimated cost to study, prepare, and present the above-referenced analysis and evidence of impacts to Charlotte Harbor and its estuary system, to include the legal fees and related costs necessary to prepare and present the evidence at administrative hearing is estimated to be \$4,531,109.76 as detailed in Exhibit "D" (attached). Lee County's payment hereunder is an amount not to exceed \$1,000,000.00.

Lee County's total funds as provided herein will be used in conjunction with other funds available to Charlotte County and like interested parties to the administrative challenges as the hearing process progresses. Charlotte County and its legal counsel and/or consultants will keep such records of said expenditures and will document to Lee County, as requested by Lee County, the expenditure requirements necessary to prepare and present the information as referenced herein and which support the above-referenced estimated costs.

EXHIBIT "C"

LEE COUNTY RESOLUTION 04-02-57

NUMBER 2004- 010

A JOINT RESOLUTION OF THE BOARDS OF COUNTY COMMISSIONERS OF CHARLOTTE AND LEE COUNTIES, FLORIDA, PLEDGING MUTUAL SUPPORT FOR ACTIONS PROTECTING THE CHARLOTTE HARBOR ESTUARY AND TO COORDINATE LAND AND WATER USE PLANNING EFFORTS TO ENSURE PROTECTION OF THE CHARLOTTE HARBOR ESTUARY.

WHEREAS, Charlotte Harbor and its component bays, sounds, and tributaries are critical to the economy and quality of life enjoyed by residents and visitors of Southwest Florida, and to the ecological integrity of all of Florida; and

WHEREAS, the health and productivity of the Charlotte Harbor estuary depends upon the careful, coordinated management of land uses within the Harbor's watershed which includes over 4,400 square miles in all or part of eleven (11) Florida counties; and

WHEREAS, Charlotte and Lee Counties are the two counties contiguous with the Harbor proper and are the most directly affected by the estuary and, therefore, need to take the lead in ensuring that land and water use activities within the Harbor's watershed are sensitive to the Harbor's needs; and

WHEREAS, it is in the mutual best interests of Charlotte and Lee Counties, their citizens, the general public, and the ecology and economy of Southwest Florida to cooperate and support each other in decisions that may affect the health of the estuary,

C1b
2-17-04

including utilization of the administrative appeals process or the court system in order to ensure appropriate actions relative to the Harbor.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Charlotte County, Florida, and the Board of County Commissioners of Lee County, Florida, that:

1. If requested by one another, our two counties pledge to support each other's actions concerning the protection of the Charlotte Harbor estuary to the extent that each Board of County Commissioners determines that it is able; and

2. Our two counties pledge to coordinate land and water use planning to ensure that protection of the Charlotte Harbor estuary system is a primary consideration of all appropriate decisions.

PASSED AND DULY ADOPTED this 13 day of January, 2004.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By Matthew D. DeBoer
Matthew D. DeBoer, Chair

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By Anne L. Zahler
Deputy Clerk

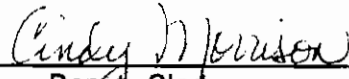
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Renée Francis Lee
Renée Francis Lee MB
Charlotte County Attorney

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By 
John E. Albion, Chair

ATTEST:
Charlie Green of Circuit Court
and Ex-Officio Clerk to the
Board of County Commissioners

By 
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


Office of the Lee County Attorney

p:\wpdata\public\am\res\lee.harbor.estuary.03
LR03-588/December 18, 2003



**PHOSPHATE PROJECT
EXPENDITURE BY PROJECT NUMBER
2004-2005**

| EXPENSE CATEGORY | PROJECT EXPENSE | VENDOR | |
|---|-------------------------|-------------------------------|----------------------|
| Altman Case (\$000061) | \$64,326.57 | de la Parte & Gilbert, P.A. | Counsel |
| | \$14,348.50 | Kevin L. Erwin Consulting | Ecologist |
| | \$2,603.65 | W. Dexter Bender & Assoc. | |
| | SUBTOTAL: | | |
| | \$81,278.72 [A] | | |
| DEP Rule Change (\$000062) [Legislation] | \$226,767.88 | de la Parte & Gilbert, P.A. | Counsel |
| | \$21,035.00 | Janicki Environmental | |
| | \$6,226.25 | Kevin L. Erwin Consulting | Ecologist |
| | \$18,761.65 | SDI Environmental Services | |
| | \$75,811.45 | Smith & Ballard Consulting | |
| | \$9,872.56 | W. Dexter Bender & Assoc. | |
| | \$3,518.95 | Warroom Document Solutions | |
| | SUBTOTAL: | | |
| | \$361,993.74 [B] | | |
| Ora Mine (\$000064) | \$1,437,349.06 | de la Parte & Gilbert, P.A. | Counsel |
| | \$260.20 | Accurate Reporters, Inc. | |
| | \$305.09 | Administrative Partners, Inc. | |
| | \$21,683.03 | Advanced Environmental Tech | |
| | \$123,679.63 | Bay Area Reporting | Court Reporting |
| | \$7,260.50 | C&N Reporters | |
| | \$37,221.89 | Dr. William A. Dunson | Expert Witness |
| | \$190.00 | Edit Suites | Copying services |
| | \$600.40 | Enterprise Reporting | Court reporting |
| | \$17.68 | FL DEP | |
| | \$146.85 | FL Info Assoc. | Copying services |
| | \$420.00 | Gaspar Digital | |
| | \$193,016.65 | Inter-Fluve Inc. | Professional Service |
| | \$18,442.42 | James C. Nicholas | |
| | \$478,291.57 | Kevin L. Erwin Consulting | Ecologist |

EXHIBIT "D"

**PHOSPHATE PROJECT
EXPENDITURE BY PROJECT NUMBER
2004-2005**

| | | | |
|--|--------------|----------------------------|------------------|
| | \$385,988.13 | Janicki Environmental | |
| | \$1,725.00 | John L Taylor, PhD | |
| | \$59,022.85 | Lew Carter | Soil Consulting |
| | \$2,074.00 | Merit Reporting | Court reporting |
| | \$6,311.94 | Richard V. Lean | |
| | \$702,115.05 | SDI Environmental Services | |
| | \$1,866.66 | Stetson University | |
| | \$10,910.00 | Sunray Legal Video | Copying services |
| | \$21,745.13 | Tampa Blue Print Co. | |
| | \$2,856.81 | The Presentation Group | |
| | \$12,589.96 | Trial Practices Inc. | |
| | \$125,833.40 | W. Dexter Bender & Assoc. | |
| | \$185,989.63 | Warroom Document Solutions | |

SUBTOTAL: \$3,837,913.53 [C]

| | | | |
|---|--------------|-----------------------------|---------|
| Miscellaneous (s000044) | | | |
| [Public relations, mining permits public records request, SWFWMD] | \$82,377.74 | de la Parte & Gilbert, P.A. | Counsel |
| | \$152,057.06 | Environmental PR Group | |
| | \$209.00 | FL DEP | |
| | \$5,466.80 | SWFWMD | |
| | \$416.00 | Tampa Blue Print Co. | |
| | \$1,823.17 | Warroom Document Solutions | |
| | \$2,252.00 | AVI Rental Services | |
| | \$408.00 | Demby & Associates | |
| | \$4,914.00 | The Media Factory Inc. | |

SUBTOTAL: \$249,923.77 [D]

TOTAL: \$4,531,109.76 [A+B+C+D]