**Chesapeake Bay Program Agreement Options**

**Option 1: THREE-PART AGREEMENT**

\*\*NOTE: This option includes three separate documents to allow appropriate intervals of updating and adaptation: Document 1 is a participatory agreement with overarching goals signed by EC members; Document 2 identifies CBP Outcomes for PSC signature; and Document 3 provides Governance structure and direction (for PSC or MB signature).

**Document 1: 2013 Chesapeake Bay Agreement**

Section 1: Preamble – history, benefits and accomplishments of the 30-year Chesapeake Bay Program Partnership.

\*\*Note: All sample language is in grey

In 1983, 1987 and 2000, the states of Virginia, Maryland, Pennsylvania, the District of Columbia, the Chesapeake Bay Commission and the U.S. Environmental Protection Agency, representing the federal government, signed historic agreements that established the Chesapeake Bay Program partnership to protect and restore the Chesapeake Bay’s ecosystem…..

For almost two decades, the Chesapeake Bay Program Partners have worked together as stewards to ensure the public’s right to clean water and a healthy and productive resource…..

On this 30th anniversary of the founding of the Chesapeake Bay Program, we recognize the significant progress made to protect and restore this National treasure and by signing this agreement, we hereby reaffirm our partnership and recommit to fulfilling the public responsibility we undertook three decades ago.

Section 2: Vision – The Chesapeake Bay Program Partners envision a Chesapeake watershed with:

* clean water that is swimmable and fishable in streams, rivers and the Bay
* sustainable, healthy populations of blue crabs, oysters, fish and other wildlife
* a broad network of land and water habitats that support life and are resilient to the impacts of development and climate change
* abundant forests and thriving farms that benefit both the economy and environment
* extensive areas of conserved lands that protect nature and the region’s heritage
* ample access to provide for public enjoyment cities, towns and neighborhoods where citizens are stewards of nature

Section 3: Mission – The Partners agree to work together to restore and protect the Chesapeake Bay ecosystemand the living resources of the Chesapeake Bay through a coordinated, cooperative approach. We agree to provide for continuity of management efforts and perpetuation of commitments necessary to ensure long-term results.

Section 4: Goals – By this Agreement, we commit to work toward achievement of the goals set forth below and such other goals as may be determined from time to by the Executive Council. We further agree to set measurable outcomes for each goal.

1. **Sustainable Fisheries Goal**: Restore, enhance, and protect the finfish, shellfish and other living resources, their habitats and ecological relationships to sustain all fisheries and provide for a balanced ecosystem in the watershed and bay.
2. **Vital Habitats Goal:** Restore, enhance, and protect a network of land and water habitats to support priority species and to afford other public benefits, including water quality, recreational uses and scenic value across the watershed.
3. **Water Quality Goal:** Restore water quality to achieve standards for DO, clarity/SAV, and chlorophyll-a in the Bay and its tidal waters as articulated in the Chesapeake Bay Total Maximum Daily Load (TMDL).
4. **Healthy Watersheds Goal:** Maintain local watersheds at optimal health across a range of landscape contexts.
5. **Land Conservation Goal**: Conserve landscapes treasured by citizens to maintain water quality and habitat; sustain working forests, farms and maritime communities; and conserve lands of cultural, indigenous and community value.
6. **Public Access Goal:** Expand public access to the Bay and its tributaries through existing and new local, state and federal parks, refuges, reserves, trails and partner sites.
7. **Environmental Literacy Goal:** Every student in the region graduates environmentally literate having participated in meaningful watershed educational experiences in elementary, middle, and high school that were supported by teachers who have received professional development in environmental education and schools that are models of environmental sustainability.

Section 5: Membership

As established by Section 117 of the Clean Water Act, the members of the Chesapeake Executive Council, are the signatories to the Chesapeake Bay Agreement identified by signature below.

Section 6: Principles

The Partners agree to the following Principles:

1. Work together to improve the environment in communities throughout the entire watershed and in its thousands of streams, creeks and rivers.
2. Coordinate and strategically manage water quality and living resources restoration efforts across the program.
3. Implement an adaptive management system that ensures continual improvement of our ability to achieve goals, outcomes, and strategies
4. Demonstrate strong, regional leadership by convening an annual public meeting of the Chesapeake Executive Council.
5. Implement a coordinated Bay-wide monitoring system and research program.
6. Implement a tracking and accountability framework.

Section 7: Effective Date

This Agreement is effective upon signature.

Section 8: Affirmation and Signatures

By this Agreement, we the undersigned members of the Chesapeake Executive Council, reaffirm our commitment to work together to protect and restore the Chesapeake Bay ecosystem.

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

For the Commonwealth of …. \_\_\_\_\_\_\_\_\_\_\_

For the State of…… \_\_\_\_\_\_\_\_\_\_\_

For the… \_\_\_\_\_\_\_\_\_\_\_

For the Chesapeake Bay Commission, a tri-state legislative body \_\_\_\_\_\_\_\_\_\_\_

For the U.S. Environmental Protection Agency (on behalf of the federal government), \_\_\_\_\_\_\_\_\_\_\_

\*\***Decision**: Should the EC (and thus PSC) include additional representation from the Chesapeake Federal Leadership Committee?

(Note: Currently, additional Federal Agency representatives may also be invited to attend based on issues being addressed at a particular EC meeting)

(Note: the 2008 Farm Bill includes the following “sense of Congress” (which does not supersede intent of Congress in Section 117 of the CWA:

(g) Sense of Congress Regarding Chesapeake Bay Executive Council.--It is the sense of Congress that the Secretary should be a member of the Chesapeake Bay Executive Council, and is authorized to do so under section 1(3) of the Soil Conservation and Domestic Allotment Act (16 U.S.C. 590a(3)).)

**Decision** – Are there alternatives to full membership, such as providing membership to the EC and/or PSC for those who only want to participate in water quality issues?

The undersigned members of the Chesapeake Executive Council reaffirm our commitment to work together under this Agreement to achieve the ***water quality*** goals and outcomes adopted by the Partnership.

\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_

*\*The explicit role of these partners is described in greater detail in the CBP Governance document.*

**Document 2: Chesapeake Bay Program Outcomes**

\*NOTE: This document would be a stand-alone document that could be updated periodically (as determined by the EC) and could be signed by the PSC (goals would require EC signature).

Pursuant to the mission, vision of this Agreement, we the undersigned members of the Chesapeake Executive Council, reaffirm our commitment to work together to protect and restore the water quality and living resources of the Chesapeake Bay water basin and agree to the following outcomes to help measure progress on the goals identified in the 2013 Chesapeake Bay Agreement. We further agree to meet annually to review Partnership progress, review goals as necessary and set direction for the following years. We direct our principals to oversee on our behalf, using adaptive management principles, the development of management strategies and performance measures for each of the outcomes and recommend to us any changes needed to update or refine the outcomes or overall goals.

1. **Sustainable Fisheries Goal**: Restore, enhance, and protect the finfish, shellfish and other living resources, their habitats and ecological relationships to sustain all fisheries and provide for a balanced ecosystem in the watershed and bay.

* ***Blue Crab Outcome***: Maintain sustainable blue crab population based on the current 2012 target of 215 million adult females (1+ years old) and continue to refine population targets between 2013 through 2025 based on best available science.
* ***Oyster Outcome***
* ***Fisheries Outcome***

1. **Vital Habitats Goal:** Restore, enhance, and protect a network of land and water habitats to support priority species and to afford other public benefits, including water quality, recreational uses and scenic value across the watershed.

* ***Wetlands Outcome: Restore 30,000 acres of tidal and non-tidal wetlands…***
* ***Stream Restoration Outcome***
* ***Fish Passage Outcome***
* ***Submerged Aquatic Vegetation Outcome***
* ***Forests Outcome***

1. **Water Quality Goal:** Restore water quality to achieve standards for DO, clarity/SAV, and chlorophyll-a in the Bay and its tidal waters as articulated in the Chesapeake Bay Total Maximum Daily Load (TMDL).

* ***2025 Watershed Implementation Plans (WIP) Outcome:*** Have all controls installed by 2025 to achieve the Bay’s DO, water clarity/SAV, and chlorophyll a criteria.
* ***2017 WIP Outcome:*** Have practices in place by 2017 that are expected to achieve 60 percent of the load reductions necessary to achieve applicable water quality standards compared to 2009 levels.

1. **Healthy Watersheds Goal:** Maintain local watersheds at optimal health across a range of landscape contexts.

* ***Healthy Waters Outcome***: State identified healthy waters remain healthy

1. **Land Conservation Goal**: Conserve landscapes treasured by citizens to maintain water quality and habitat; sustain working forests, farms and maritime communities; and conserve lands of cultural, indigenous and community value.

* ***Protected Lands Outcome:*** Protect an additional 2 million acres of lands…

1. **Public Access Goal:** Expand public access to the Bay and its tributaries through existing and new local, state and federal parks, refuges, reserves, trails and partner sites.

* ***Public Access Site Development Outcome***: Increase public access by adding 300 new public access sites by 2025.

1. **Environmental Literacy Goal:** Every student in the region graduates environmentally literate having participated in meaningful watershed educational experiences in elementary, middle, and high school that were supported by teachers who have received professional development in environmental education and schools that are models of environmental sustainability.

* ***Education Outcome:*** *TBD*

Signatures

**Decision:**  Should the Outcomes document be signed by the EC or PSC?

By this Agreement, we the undersigned members of the Chesapeake Bay Program Partnership, commit to work together to achieve the outcomes identified above to protect and restore the water quality and living resources of the Chesapeake Bay water basin.

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

For the Commonwealth of …. \_\_\_\_\_\_\_\_\_\_\_

For the State of…… \_\_\_\_\_\_\_\_\_\_\_

For the \_\_\_\_\_\_\_\_\_\_\_

The undersigned members of the Chesapeake Bay Program Partnership commit to work together and strive to meet the water quality outcomes of this Agreement:

\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_

**Document 3: Governance**

Note: This third document (for PSC or MB signature) would provide structure and direction to the organizational structure of the partnership.

1. *Context and Purpose*
2. *Organization Chart*
3. *Adaptive Management Relative to Program Governance*
4. *Organizational Responsibilities for Adaptive Management*
5. *Decision-Making in the Chesapeake Bay Program*
6. *Chesapeake Bay Program Governance* 
   1. *Chesapeake Executive Council*
   2. *Principals’ Staff Committee*
   3. *Management Board*
   4. *Goal Implementation Teams*
   5. *Action Teams*
   6. *Advisory Committees*
   7. *Communication and Outreach*
   8. *Implementation*

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**OPTION 2A COMPREHENSIVE AGREEMENT**

**2013 Chesapeake Bay Agreement**

\*Note: This option takes most of the elements contained in the three documents that comprise “Option 1” and condense them into a single Partnership agreement. (see option 1 for example language.) It would include participatory language, goals and outcomes. (recommend governance language be a separate document or added as an appendix).

**Decision**: How frequently would this agreement type be updated so that goals, outcomes, indicators and measures remain current?”

Section 1: Preamble – would include history, benefits and accomplishments of the 30-year Chesapeake Bay Program Partnership.

Section 2: Vision – would identify vision for water quality and living resources restoration

Section 3: Mission

Section 4: Goals and Outcomes

Format for each goal would be:

* Overview/importance to ecosystem;
* Goal
* Outcomes and Indicators
* Measures

Section 5: Membership

Section 6: Principles

Section 7: Effective Date

Section 8: Affirmation and Signatures

Appendix (or separate document): Chesapeake Bay Program Governance

1. Context and Purpose
2. Organization Chart
3. Adaptive Management Relative to Program Governance
4. Organizational Responsibilities for Adaptive Management
5. Decision-Making in the Chesapeake Bay Program
6. Chesapeake Bay Program Governance
   1. *Chesapeake Executive Council*
   2. *Principals’ Staff Committee*
   3. *Management Board*
   4. *Goal Implementation Teams*
   5. *Action Teams*
   6. *Advisory Committees*
   7. *Communication and Outreach*

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**OPTION 2B COMPREHENSIVE AGREEMENT OUTLINE – Developed by Chesapeake Bay Commission**

The new Agreement would serve as a “Declaration of [long-term] Partnership with five sections in the main body of the Agreement plus two appendices:

Section 1**:** Preamble - history, evolution, benefits and accomplishments of the 30-year Chesapeake Bay Program Partnership. Would re-affirm the signatories’ commitment to the partnership and a restored Bay, generally.

Section 2: Clean Water - Would recognize that clean water is the foundation for a healthy Bay and is the key integrator of the Partnership. Would include (at least) two goal statements:

1. Restore water quality to achieve standards for DO, clarity/SAV, and chlorophyll-a in the Bay and its tidal waters as articulated in the Chesapeake Bay Total Maximum Daily Load, with all necessary controls installed by 2025.
2. Investigate existing and emerging opportunities to achieve the most cost-effective pollution reductions and options to finance implementation.
3. (Optional #3): Develop and promote the best science available to monitor existing water quality and trends and predict the effects of future management decisions.
4. (Optional #4): Establish goals and plans to reduce the introduction and impact of toxic contaminants in the watershed, including both existing sources and emerging sources.

Section 3: Restoring the Resources – Would recognize that a truly restored Bay will include a restored ecosystem that sustainably supports diverse aquatic and terrestrial life, including healthy and livable human communities. Would include several goal statements:

1. Restore, enhance and protect the finfish, shellfish and other living resources, their habitats and ecological relationship to sustain all fisheries and provide for a balanced ecosystem in the watershed and Bay.
2. Restore, enhance and protect a network of land and water habitats to support priority species and to afford other public benefits, including water quality, recreational uses and scenic value across the watershed.
3. Maintain local watersheds at optimal health across a range of landscape contexts.
4. Conserve landscapes treasured by citizens to maintain water quality and habitat; sustain working forests, farms and maritime communities; and conserve lands of cultural, indigenous and community value.
5. Expand public access to the Bay and its tributaries through existing and new local, state and federal parks, refuges, reserves, trails and partner sites.
6. Every student in the region graduates environmentally literate having participated in meaningful watershed educational experiences in elementary, middle, and high school that were supported by teachers who have received professional development in environmental education and schools that are models of environmental sustainability.

Section 4: The Partnership – Recognize the importance of the depth of the Partnership, from the highest levels of the EC to program-level staff and citizen partners at the GIT level, as described in Appendix B. Would include reference to important role of federal partners (Appendix A). Would include two goals:

1. Continually improve governance and management to maximize Program effectiveness, efficiency, accountability and partner participation (Adaptive Management)
2. Development of an implementation strategy that will describe outcomes for each of the above goals, responsible partners for each outcome, and a timeline.

Section 5: Signatures - Signatories would include:

* EPA Administrator (on behalf of the federal government),
* Governors of MD, VA and PA, Mayor of DC, and CBC Chair.
* Governors of DE, NY and WV would have option of signing-on to full agreement or all but Section 3 (Resources).
* (Separate from Agreement, partners should recognize that formula for allocating funding under CWA Section 117 may need to be updated based on changes in signatory status, including partial signatories.)

Appendix A: Role of Federal Partners – Would describe briefly the importance of federal partnership to Bay restoration followed by a description of the role of EPA as signatory on behalf of the federal government, and EPA’s commitment to coordinate the work of its sister agencies. This would be followed by a one paragraph description of each federal agency’s unique role and its commitment to working with the states, followed by the agency’s lead signature. Those agencies that are listed as Federal Partners with signatures would be eligible to rotate as the second Federal member of the EC. Every Federal agency included in the EC does not have to be a part of this document. However, this document establishes membership in the formal state-Federal partnership.

Appendix B: Governance and Structure

[This could be an Appendix or a supporting manual]

Would essentially serve as the by-laws of the Partnership, describing each level of the partnership, responsibilities, and the decision-making process.

Example

EC: Consists of the signatories to the entire Agreement, plus one additional federal partner as a representative of the Federal Leadership Committee. Each EC member present at the meeting will have a vote at the EC. In the absence of the EC member, a cabinet-level or equivalent designee may represent the EC member during the meeting, but will not have a vote. The role of the EC is to set broad policy direction for the program and annually review progress. CAC, STAC and LGAC are advisory to the EC and are not members of the EC.

PSC: Consists of cabinet-level or equivalent designees of each EC member. Additional federal agencies may participate in PSC meetings, but will not have a vote. CAC, STAC and LGAC may participate in PSC meetings but are advisory and will not have a vote. The PSC adopts the Implementation Strategy and provides guidance to the Management Board in its work to oversee implementation of the Strategy. The PSC also makes policy recommendations to the EC as needed.

MB: Consists of one designee per member of the PSC, including non-EC federal agencies who will each have one vote on the MB. CAC, STAC and LGAC participate in MB meetings and have a vote. Chairs of the GITs may participate in MB meetings, but will not have a vote. The MB oversees the work of the GITs in carrying-out the Implementation Strategy and recommends potential changes in the Strategy to the PSC.

GITs: Consist of representatives of any entity with an interest in Chesapeake Bay and issues addressed by the GIT, who intends to be a constructive member of the GIT. However, each organization shall have only one vote. The role of each GIT is to identify relevant outcomes to achieve its respective goal in the Agreement, and to develop and executive a plan of work to achieve these outcomes.

Offered by Chesapeake Bay Commission staff

March 6, 2013