

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: National Atmospheric Deposition Program (NRSP-3) Memorandum of Agreement for Reimbursement of Coordination and Chemical Analysis Costs

DEPARTMENT: Public Works **DIVISION:** Roads/Stormwater

AUTHORIZED BY: *W. Gary Johnson* **CONTACT:** *Kim Ornberg*, P.E. **EXT.** 5738
W. Gary Johnson, P.E., Director Owen D. Reagan, PE, Manager

Agenda Date <u>09/26/06</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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MOTION/RECOMMENDATION:

Authorize the Chairman to execute the second year Agreement between the University of Illinois and Seminole County for the costs of coordination and chemical analysis associated with atmospheric deposition monitoring needed for Florida Department of Environmental Protection's (FDEP) Total Maximum Daily Load (TMDL) development.

Countywide (Kim Ornberg, PE)

BACKGROUND:

This Agreement is the second year of a multi-jurisdictional cost share project which will provide valuable atmospheric pollutant data. As part of an effort to more accurately identify atmospheric loading of mercury, nitrogen, phosphorus, and other pertinent chemicals, this project will provide the information needed to define specific sources of pollutants associated with TMDL regulations. Atmospheric deposition of nitrogen has been identified as a major source of pollutant loading in impaired waterbodies, such as Tampa Bay and may also be a significant source for Lake Jesup. Mercury TMDLs will be developed within the next few years for one of our impaired waterbodies (Lake Harney). Orange County, St. Johns River Water Management District (SJRWMD) and FDEP are also participating in the funding of this project. Orange County is purchasing the necessary equipment; SJRWMD is funding the mercury collection and analysis; and FDEP is funding the weekly shipping costs for the samples. The Seminole County Agreement will provide funding for the coordination and analyses of sulfate, nitrate, ammonium, chloride, calcium, magnesium and phosphorus conducted on a weekly basis from October 2006 through September 2007. The funding for this project (\$5,836.00) is budgeted in the Stormwater Fund 077430-530310 Professional Services/Water Quality account line.

Attachments: Agreement

Reviewed by: <u>9-7-06</u>
Co Atty: <u><i>S. D. ...</i></u>
DFS: _____
Other: <u><i>[Signature]</i></u>
DCM: <u><i>[Signature]</i></u>
CM: <u><i>[Signature]</i></u>
File No. <u>CPWS01</u>

**NATIONAL ATMOSPHERIC DEPOSITION PROGRAM (NRSP-3)
MEMORANDUM OF AGREEMENT
FOR
REIMBURSEMENT OF COORDINATION AND CHEMICAL ANALYSIS COSTS**

THIS AGREEMENT is made and entered into this 1st day of October 2006, between **Seminole County, Florida** for the monitoring site known as **FL32 (Orlando)**, hereinafter referred to as Party of the First Part, and The Board of Trustees of the University of Illinois, Urbana-Champaign, IL for and on behalf of the National Atmospheric Deposition Program (NRSP-3), through the Illinois State Water Survey, hereinafter referred to as Party of the Second Part, as follows:

PURPOSE: To enable the Party of the Second Part to act as collection agent for payment of costs of the chemical analysis of atmospheric deposition samples to be transmitted to the Illinois State Water Survey, 2204 Griffith Drive, Champaign, IL 61820, hereinafter referred to as the Central Analytical Laboratory (CAL), at intervals defined as follows: One wet-side bucket to be collected weekly (on Tuesday).

STATEMENT OF COSTS: It is understood that coordination costs will be paid at a fixed amount for the time period of this Agreement. It is further understood that the number of samples agreed upon must be sent by the Party of the First Part to the CAL and that failure to do so will not reduce the cost agreed upon under the terms of this Agreement. The number of samples the Party of the First Part must collect is established by the time period of this Agreement.

AGREEMENT PERIOD: Coordination and weekly wet deposition samples beginning **1 October 2006**, and ending **30 September 2007**, for a total of **52** weekly samples.

THE COST for coordination for this agreement period is **\$1,000** (includes network administration, data processing and publication, network quality assurance, and network equipment depot services), and the cost for chemical analysis of each weekly sample is **\$93.00** (includes analysis, supplies, cost of shipping sample supplies from the CAL to the site, replacement parts, and accounting costs), making the total costs accruable under this Agreement **\$5,836**.

BILLING INFORMATION: Billing for cost obligations incurred under this agreement shall be on a quarterly basis unless other mutually satisfactory arrangements are made between parties at the time of execution of this agreement. Party of the First Part shall furnish with said signed Memorandum of Agreement, an official authorization for payment as required by their administrative institution or agency. Said billing authorization document (purchase order, etc.) number is _____. The Party of the Second Part will accept such billing authorization documents for payment purposes only. All terms and conditions of any documents, purchase orders, etc. issued by Party of the First Part to facilitate payment hereunder are null and void.

PENALTY CLAUSE: If, for some reason, the CAL fails to carry out the analysis of samples received, payment for such samples would be returned to Party of the First Part by the Party of the Second Part. This penalty does not apply to grossly contaminated samples received by the CAL, which will be logged in but not chemically analyzed.

FUNDING INFORMATION:

A. Non-federal: If only non-federal funds are utilized by the Party of the First Part to procure these services, check here X and skip part B.

B. Federal, if applicable: If the source of any or all of the funds utilized by the Party of the First Part to procure these services is the United States government, the Party of the First Part agrees to provide the information below. This information is needed to satisfy financial and auditing requirements applicable to the Party of the Second Part:

Percent Federal Funds: _____ % Name of Agency: _____
(NSF, EPA, etc.)

CFDA No. _____ (If applicable)

Are these funds subject to audit? _____ Yes _____ No

_____ A-133 _____ Other (Please attach pertinent information)

FOR PARTY OF THE FIRST PART

FOR PARTY OF THE SECOND PART

Board of County Commissioners
Seminole County, Florida

The Board of Trustees of the
University of Illinois

By: _____
Carlton Henley, Chairman
Board of County Commissioners

By: _____
Stephen K. Rugg, Comptroller

Date: _____

Illinois State Water Survey

As authorized for execution by the
Board of County Commissioners at their
_____, 2006 regular meeting

By: _____
Van C. Bowersox, Program Coordinator
National Atmospheric Deposition Program

Accepted By:
ATTEST:

By: _____
Derek Winstanley, Chief
Illinois State Water Survey

MARYANNE MORSE
Clerk of the Board of County Commissioners
of Seminole County, Florida