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**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:** Gary Johnson

**CONTACT:** Kim Ornberg

**EXT:** 2417

**MOTION/RECOMMENDATION:**

Authorize the Chairman to execute the 4th and final year Memorandum of Agreement Between the University of Illinois and Seminole County for Reimbursement of Coordination and Chemical Analysis Costs associated with atmospheric deposition monitoring needed for Florida Department of Environmental Protection's (FDEP) Total Maximum Daily Load (TMDL) development.

County-wide

Kim Ornberg

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**BACKGROUND:**

This Agreement is the 4th 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 and Wekiva. Mercury TMDL's 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 purchased the necessary equipment and maintains and collects the data; 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 coordination and analyses of sulfate, nitrate, ammonium, chloride, calcium, magnesium and phosphorus conducted on a weekly basis through September 2009. The funding for this project (\$5,929.00) will come from the 077430 Stormwater - 13000 530310 Professional Services NPDES/TMDL/Water Quality line. FDEP is analysisimplementing an equivalent program next fiscal year, which will take the place of this current program.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the 4th and final year Memorandum of Agreement Between the University of Illinois and Seminole County for Reimbursement of Coordination and Chemical Analysis Costs associated with atmospheric deposition monitoring needed for Florida Department of Environmental Protection's Total Maximum Daily Load development.

**ATTACHMENTS:**

1. National Atmospheric Deposition Program NRSP-3 Agreement FY0809
2. National Atmospheric Deposition Program NRSP-3 Agreement FY0708

**Additionally Reviewed By:**

Budget Review ( Fredrik Coulter, Lisa Spriggs )

County Attorney Review ( Matthew Minter )

**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 1<sup>st</sup> day of February, 2009, 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 to 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 the 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 wet deposition samples beginning 1 February, 2009 and ending 30 September, 2009.

**THE COST** for coordination for this Agreement period is ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) (includes network administration, data processing and publication, network quality assurance, and network equipment depot services), and the cost for chemical analysis of the samples are FOUR THOUSAND EIGHT HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$4,836.00) (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 FIVE THOUSAND EIGHT HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$5,836.00).

**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)

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

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

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS

\_\_\_\_\_

By: \_\_\_\_\_  
WALTER K. KNORR, Comptroller

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

ILLINOIS STATE WATER SURVEY

\_\_\_\_\_  
DAVID GAY, Program Coordinator  
National Atmospheric  
Deposition Program

By: \_\_\_\_\_  
JOYCE CHANGNON, Assistant Chief  
for Administration  
Illinois State Water Survey

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





**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

To: Kim Ornberg, Principal Engineer  
Department of Public Works

From: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*  
Ext. 5736

Date: March 19, 2009

Subject: Interlocal Agreement for Air Monitoring Services

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Kim, I have converted this Agreement to standard County format with the appropriate signature block – see Attachment.

It is acceptable as revised. Please call me at extension 5741 if you have any questions.

MGM/sb

Attachment:

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

**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 1<sup>st</sup> day of October 2007, 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 2007**, and ending **30 September 2008**, for a total of **53** 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 **\$5,929**.

*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.

